SUPREME COURT OF THE UNITED STATES.

No. 262.

THE UNITED STATES, APPELLANTS,

vs.

JOHN McDONOGH.

APPEAL FROM THE DISTRICT COURT, UNITED STATES, FOR LOUISIANA.

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UNITED STATES DISTRICT COURT,
Eastern district of Louisiana.
Sitting in chancery.

JOHN McDONOGH
vs. } No. 57.
THE UNITED STATES.

Be it remembered, that heretofore, to wit, on the sixteenth of June, being the May term, A. D. 1846, of the said court, John McDonogh, by his solicitor, C. Roselius, esq., came into the office of the clerk of said court and filed his petition, which is in the words and figures following, to wit:

To the honorable Theodore H. McCaleb, judge of the United States district court, in and for the district of Louisiana.

The petition of John McDonogh, residing in the parish of Orleans, State of Louisiana, respectfully represents, that he is the owner and proprietor of a tract of land situated on the left bank of the river Mississippi, about sixteen leagues above the city of New Orleans, in the parish of St. James, in the State of Louisiana, contained within the following limits, to wit: bounded in front by the river Mississippi, having a front thereon, (as shewn by the plans,) of forty arpents, more or less; on the upper side, by a line running back from said river Mississippi a distance of seventeen miles and two hundred and twenty-seven perches, more or less, until it strikes the river Amite, on a course by compass of north thirty-five degrees west; on the lower side, by a line running back from said river Mississippi a distance of eighteen miles and thirty-two perches, more or less, until it strikes the lake Maurepas, on a course by compass of north nine degrees fifty minutes east; and bounded on the rear line by the river Amite and lake Maurepas; all of which, together with other necessary particulars, will more fully appear from the plans and surveys of said tract of land, which will be exhibited and filed before or on the trial of this suit. And your petitioner further represents, that said tract of land was purchased, with the consent and approbation of the French government, by Pierre Joseph Delille Dupart, from the Callapissa nation of Indians, in the year 1739; that afterwards, to wit, on or about the 3d April, 1769, the title to said tract of land was confirmed by the French government, by a regular and formal patent, granting thirty arpents front on the river Mississippi, by all the depth in the rear of said river to lake Maurepas, comprised within the before described lines of survey; that, on the death of said P. J. D. Dupart, certain judicial proceedings took place, under the Spanish government, in the division of said tract of land among the heirs of said grantee, which is equivalent to a patent from that government; that the difference in the measurement of the front of said tract of land, when the original purchase and grant was made, and its actual front of forty arpents, is accounted for by the facts that the side lines are diverging and the bank of the river is gradually caving or falling in. And your petitioner further represents, that, after passing through various means, conveyances, and transmissions, both by deeds and inheritance, he acquired said property (with the exception of a small undivided interest which is outstanding in the names of other persons) by purchase, in the years 1806, 1808, 1810, 1812, 1818, and 1836, of P. Le Bourgeois; of the sheriff of the 2d superior court, district of the territory of Orleans; of Antoine Tregre; of the Eastern Shore of Maryland Louisiana Company; of Montgomery & J. H. Brown, executor of Shepherd Brown; and of Soniat Dufossat; that the whole chain of titles will be exhibited and filed in this suit before or on the trial thereof; the only reason why these documents are not filed with this petition being that they are now being translated. And your petitioner further represents, that his titles to said tract of land were duly presented to and proved before the board of land commissioners of the United States, who confirmed the said claim and titles for the whole quantity claimed, as per plan of survey; and said titles were also recognised and confirmed by an act of Congress of the 11th May, 1820; but your petitioner avers, that a large portion of said tract of land has been sold by the United States or confirmed to actual settlers.

Your petitioner, therefore, respectfully prays, that the district attorney of the United States for the eastern district of Louisiana, may be cited to appear and answer this petition; that the validity of the title of your petitioner to the before described tract of land be inquired into and decided by the court; that, after your proceedings had, judgment be rendered in favor of your petitioner, decreeing and recognising that the title of your petitioner to the before described tract of land is good and valid, and that your petitioner is entitled to enter a like quantity of land in lieu of such as has been sold or confirmed as aforesaid, according to the provisions of the act of Congress in such case made and provided, and your petitioner prays for all such other and further aid, relief, and remedy, as the nature of his case may require, and to law and equity appertain.

And he will ever pray, &c., &c.

(Signed) C. ROSELIUS, *for petitioner*.

John McDonogh, being duly sworn, deposes and says, that all the facts and allegations in the foregoing petition contained are correct and true, to the best of his knowledge and belief.

(Signed) JOHN McDONOGH.

Sworn to and subscribed before me, this 16th June, 1846.

(Signed) L. E. SIMONDS, *D'y. Clerk*.

And further, at the same term, to wit, on the 17th of June 1846, the following citation was issued from the clerk's office in this case.

United States district court, sitting in and for the district of Louisiana, to the marshal for the district of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to summon S. W. Downs, United States attorney, to appear before the honorable judge of the district court of the United States, sitting in and for the district of Louisiana, at a district court to be holden at New Orleans on the first Monday of July, 1846, then and there to answer a petition in chancery filed against the United States, wherein John McDonogh is petitioner.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable T. H. McCaleb, judge, this 17th day of June, New Orleans, 1846, and 70th year of American independence.

[SEAL.]

(Signed) L. E. SIMONDS, *D'y. Clerk*.

Memorandum.

The defendant is to enter an appearance in the above cause, in the clerk's office, on or before the first Monday of July, 1846, otherwise the petition may be taken pro confesso.

(*Marshal's return on the foregoing citation*.)

Received this 17th day of June, 1846, and on the same day served copies of the within citation, plaintiff's petition, and documents annexed, on the within named S. W. Downs, esq., United States attorney, in the manner following, to wit, by leaving the same in his office in New Orleans, in the hands of Mr. Alfred Porilliat, a white person over 14 years of age, and who is employed in said office, said attorney being absent at the time.

Returned 17th June, 1846.

(Signed) W. F. WAGNER,
United States marshal.

And further, at the same term, to wit, on the 5th of November, 1846, the defendants appeared and filed of record the following answer:

JOHN MCDONOGH
vs. } No. 57.
The UNITED STATES.

In the district court of the United States, for the district of Louisiana.

The defendants now come, and for answer, deny all and singular the facts and allegations in plaintiff's petition contained.

Wherefore, they pray that said petition may be dismissed at plaintiff's costs.

(Signed) THOMAS J. DURANT, *Att'y*.

And afterwards, at the February term, to wit, on the 16th March, 1849, the complainant appeared and filed of record the following replication:

District court, U. S., Louisiana district.

JOHN McDONOGH
vs. } No. 57.
The UNITED STATES.

The replication of John McDonogh, complainant, to the answer of the U. States, defendants.

This repliant, reserving all benefit of exception, says, that he will maintain and prove his bill to be true and sufficient in law; that the answer of the defendants is insufficient, as this hon. court may direct, and prays as he hath prayed in his bill.

(Signed) A. HENNEN & C. ROSELIUS,
Solicitors for complainant.

And afterwards, at the same term, to wit, on the 22d day of March, 1849, the following entry was made of record, to wit:

JOHN McDONOGH
vs. } 57
The UNITED STATES.

This cause adjourned over from yesterday, came regularly up to-day for hearing; Alfred Hennen, esq, solicitor for the complainant, and the U. S. district attorney for the defendants, present. Evidence was adduced by the complainant and subject to the special exceptions of the defendants, received by the court; when the hearing of argument was continued until to-morrow, the 23d inst., at 10, a. m.

(*Evidence offered by complainant.*)

1°. The plaintiff offered in evidence, document marked No. 1, purporting to be a certified copy of the register's and receiver's report, with evidence produced and recorded in support of the claim.

LAND OFFICE, *southeastern district of Louisiana.*

Certificate of Trudeau.

Nous, soussigné, ci-devant arpenteur royal et particulier pour S. M. C. certifions et declarons à la requisition de L. H. Guerlain, acquereur d'une partie de terre provenant de la succession de feu Mr. Delille Dupard, située au comté d'Acadie qu'au, mois d'Aôut, de l'année 1790, ayant passé au quartier des Acadiens dit l'endroit appelé la vacherie de la ramée, pour en vertu d'un décrèt du gouverneur général, Don Estevan Miro, y faire la repartition des terres provenant de la succession de feu Mr. Delille Dupart, lesquelles terres restantes en heritage à cinq de ses descendans qu'etant au moment d'entrer dans mon arpentage, je reconnus d'abord que ces terres furent vendues comme suit. Une portion en faveur de Henry Fontenot, deux portion en faveur de Pierre Bourgeois, une portion en faveur du mulattre libre, Alexander Lange, la cinquième et dernière portion seule ayant été conservee par l'heritier François de Lille Dupard, cette derniere portion es la plus vers le haut du fleuve et tenoit au nommé Nicolas Materne. Après avoir fait le susdit partage, les acquereurs reclament la profondeur jusques au Lac

Maurepas, comme avait porté la vente de la nation Collapissas, en faveur de feu De Lille Dupard; je leur confirmai que j'avais connoissance parfaite que cette terre portait toute la profondeur jusques au Lac Maurepas, pour l'avoir oui dire à feu mon père capitaine d'infanterie et commissaire de nations Indiennes pour S. M. T. C., qui avait même servi d'interprete pour le gouvernement lors de cette vente, ainsi qu'il etait d'usage alors, parceque dans ces tems la il ne se passait point de contrat de vente entre les sauvages et les particuliers, et que le payement de cette terre avait été fait en sa presence. Declarant en outre moi, ci-devant arpenteur royal, d'avoir vû et examiné un plan général de la dite terre que feu de Lille Dupard, l'avait achetté des savauges qui portait la profondeur jusques au Lac Maurepas, sans ancune interruption; certifiant qu'il est de plus à ma connoissance qu'à l'epoque où de Lille Dupard achetta cette terre des sauvages, il n'etait pas d'usages de faire l'enregistrement de ces ventes, et que pour avoir titre de proprieté et de jouissance il suffisait que le payement s'en fit en présence du commissaire ou interprete du Gouvernement.

En foi de quoi j'ai delivré la présente pour servir et valoir que de droit, le 29 de Juin, 1808.

Subscribed. Signé, CHARLES TRUDEAU.

Certificate of Dupar.

Je, soussigné, déclare et certifie, que les dix arpents ou environ de face maintenant la proprieté de la compagnie connue sous le nom de Eastern Shore of Maryland Louisiana Company, achettée par L. H. Guerlain de P're Lanoix, situés au comté d'Acadie, quartier de la lonque vu de la ramée, entre l'habitation de J. McDonogh et S. Brown, et Ant'ne Tregle, font partie d'une terre plus considerable achettée des sauvages appellés Colapissa dans l'année 1739, par feu mon pere De Lille Dupard, ét que l'achat de la dite terre portoit positivement la condition que les lignes et bornes courroient depuis le bord du fleuve Mississippi, jusques au Lac Maurepas; qu'à l'epoque ou feu mon père a achettée cette terres des sauvages il n'etait pas d'usage de passer des contrats de vente avec les sauvages, et qu'il suffisoit d'effectuer envers eux le payement en présence du commissaire ou de l'interprette des nations Indiens. Qu'il est ailleurs à ma connoissance qu'il a été fait un arpantage general de toute la partie de terre que possedait feu mon père au quartier de la ramée dite vacherie lequel portoit toute la profondeur depuis le fleuve jusques au Lac Maurepas, sans interruption quelconque, mais qu'il est probable que ce plan d'arpentage a été egaré ou detruit lors des incendies. En foi de quoi j'ai donné et signé le présent en présence des temoins pour servir et valoir que de droit.

Cannes Brulées, ce 3 Juin, 1808.

(Subscribed.) Signé, FRANCOIS DE LILLE DUPARD.

Signé, G. RAOUL,
Temoin de la signature de Mr. Dupard.

Signé, GERVAIS ARNOUTE,
Temoin de la signature de Mr. Dupard.

Petition to Livaudais, &c. Peticion.

Dn. Bartholome Macnamara, como marido y conjunta persona de Da. Catharina Delille, D. Philipe Marigny de Mandeville, como marido y conjunta persona de Da. Franca. Delille, D. Juan Arnoul, como marido y conjunta persona de Da. Maria Anna Delille, y curador ad bona de Da. Franca., Da. Feliciana, y Da. Maria, hijos de D. Nicolas Delille, defunto, y D. Franco. Delille, todos hijos legitimos de D. Pedro Delille Dupard, al traslado que se nos ha dado de los inventarios hechos de los bienes que dexó por su fallecimiento decimos que se nos ha hecho saber nombremos tercero para la estimacion de los bienes que dexó por su fallecimiento en cuia attencion, nombramos à Luis Martin Menillon, por tanto a vmd. suplicamos . . . proveer y mandar domo llebamos pedido.

DEMANDEVILLE,
F'OIS DELILLE DUPARDE,
J. ARNOULD,
B. MACNEMARA.

Decreto.

Hace por nombrado el ter que estas partes expresan acepte y juré en la forma de . . . . y procedar a las diligencias de inventarios el dia ocho del corriente, a cuio efecto se haya saber para que se pogan los bienes de.

LIVAUDAIS.

Proveió lo el Sr. Don Santiago Livaudais, alcade ordinario de este ciudad y su jurisdiccion por su Majestad, que lo firmo en seis de Noviembre, de mil setecientos setenta y seis.

ANDREO ALMONESTER Y ROSEAS,
Esno. pubco.

Non. En dho. dia lo hize a Da. Michaela Michel, viuda de D. Pedro Dupard, y a Dn. Franco. Brentin, curador ad lites de los nietos menores de este è hijos de D. Nicolas Delille, en sus personas, doy fé.

ALMONESTER, *Esno.*

Non. En dho. dia lo hize saber a Dn. Juan Arnoul, a Don Philipe Marigny de Mandeville, a D. Bartholome Macnemara, y a D. Franco. Delille, doy fé.

ALMONESTER, *Esno.*

Acceptary to juram'te.

En la ciudad de la Nueva Orleans, en dho. dia, mes, y año, yo el escribano hize saber el nombramiente de tercero tazador que se hace D. Luis Menillon, en su persona, y dixo que lo acceptaba y acceptó y juro por Dios y la santa cruz, de proceder fielmente segun su intelligencia, y lo firmo de que doy fé.

MENILLON,
ANTONIO ANDRES ALMONESTER Y ROSEAS,
Esno pubco.

Non. En la ciudad de la Nueva Orleans en dho. dia, mes, y año, yo, el esno. hize saber el decreto antecedente á Don Carlos de la Chaise y a Dn. Franco. Simar de Belille; a cada uno en su persona, doy fé.

ALMONESTER, *Esno.*

Invent. En la ciudad de la Nueva Orleans, a ocho de Noviembre, de mil setecientos setenta y seis años, el Sr. D. Santiago Livaudais, alcade ordinario de segundo voto de este ciudad, accompañado de mi, el escribano paso a las casas mortuarias de D. Pedro Delille Dupard, y estando en ellas presentes Da. Michaela Michel, viuda del antedicho D. Bartholome Macnemara por representacion de Da. Catharina Delille Dupard, D. Philipe Marigny de Mandeville, por la Sa. Da. Francisca Delille Dupard, de Dn. Francisco Delille Dupard, de Don Francisco Brontin, curador ad lites de los suetos, menores del antedicho, hijos de D. Nicolas Delille Dupard, su hijo, y D. Juan Arnoul, por representacion de Da. Mariana Delille Dupard, seprocedio a la diligencia de inventarios siende como la nueve de esta dias, y por D. Francisco Simar de Belile, D. Carlos de la Chaise, y Dn. Luis Augustin Menillon, terceros nombrados se estimaron en la forma siguiente. Estimacn: Estando en la habitacion que dexó por su fallecimiento D. Pedro Delille Dupard, en veinte y cinco de Noviembre, de mil setecientos setenta y seis años, distante de la ciudad de la Nueva Orleans como dies y seis leguas rio arriba al lado de la ciudad compuesta de trente y seis arpanes de frente y el fondo hasta a el lago, lindando por un lado que es el de abaxo con un aleman llamado Bautista, y por arriba á la habitacion de una mulatra libre, viuda de Juan Lacambre; el Sr. D. Santiago Livaudais, alcade ordinario de la ciudad de la Nueva Orleans y su jurisdiccion por su majestad, accompañado de mi, el escribano, de Da. Michaela Michel, viuda del antedho., de D. Bartholme Macnemara, por representacion de Da. Catharina Delille Dupard, D. Philipe Marigny de Mandeville, por la de Da. Francisca Delille Dupard, de D. Francisco Delille Dupart, de Don Franco. Brontin, curador ad lites de los nietos menores del antedicho hijos de D. Nicolas Delille Dupard su hijo, D. Juan Arnoul por la de Da. Mariana Delille Dupart, se continuó la diligencia de inventarias y por Don Francisco Simar de Bellisle, Dn. Carlos de la Chaise y D. Luis Augustin Menillon, terceros nombrados se fueran estimando en la forma siguiente. Primeramente estimaron dhos. terceros la dicha tierra de la habitacion en mil quatro cientos quarentra pezos, a razon de quarenta pezos cada arpen, $1,440.

En cuio estado por ser tarde mando su merced suspender esta diligencia para continuarla quando convenga; y todos los citados bienes inventariados quedaron al ciudado del cargo del dho. tenedor de ellos a la disposicion, de su merced quien lo firme con las partes que supieron y terceros nombrados de qui, doy fé. Livaudais, Carlos de la Chaise, Francisco Brontin, François Simar de Bellile, François Delille Dupard, B. Macnemara, Demandeville, Menillon, J. Arnoul, Antonio Andres Almonester y Roxas escribano publico.

Certifico y attesto que la copia antecedente es conforme a sus origi-

nales extractada de los actos de la succession del defunto Don. Pedro Delille Dupard, que queda por avra en el archivo de mi cargo, a quiene refiero y a pedimento de Dn. Juan McDonogh, doy la presente en esta ciudad de la Nueva Orleans, á veinte y tres de Juin, de mil ochocientos y treze años y el trigesimo septimo de la independencia Americana, que firme y selle con el sello de mi officio.

[Place of notarial seal.] In testimonium veritatis.

(Signed) STEPHEN DE QUINONES,
Not'y Pub.

Certificate of Judge Livaudais.

Moi, Jacques Livaudais, habitant de la paroisse des Chapitoulas, à la requisition de John McDonogh & Co., de la Nouvelle Orleans, déclare par le présent, que dans l'année mil sept cent soixante et seize, comme et en ma qualité de juge alcade de la ville et jurisdiction de la Nouvelle Orleans, sur la petition qui me fut presentée par les heritiers de feu François Delille Dupard, relativement à l'evaluation des propriétés laissés à ses enfans, et la nomination des appreciateurs pour cet effet, j'ai approuvé la dite nomination, et ordonné qu'il fut procédé à l'inventaire des proprietés du dit feu Delille Dupard, conformement au décrêt que j'ai rendu le 6 de Novembre, 1776, que je déclare, encore qu'en ma qualité de juge alors, j'ai été present à l'inventaire qui fut fait des dittes propriétés entre autre de l'estimation d'une certaine terre, connue sous le nom de la vacherie de Dupard, située à environ 16 lieues de la Nouvelle Orleans, et du même coté; que cette estimation n'a été fait suivant l'usage, que sur les titres présentés, et qu'il étoit d'ailleurs, parfaitement à ma connoissance et à celle de tout le monde, que Mr. Delille Dupard possedoit cette terre des copalissas avec la profondeur jusqu'au lac Maurepas. Que comme officier public alors, je declare qu'il etoit à ma connoissance que ce n'etoit pas l'usage de passer des contracts de ventes, ni de faire l'enregistrement pour les terres achettées des sauvages, et qu'il suffisoit que le payement s'en fit en presence du commissaire du Gouver't près des nations sauvages. En foy de quoi, j'ai délivré le present certificat pour servir et valoir comme de raison; fait au Chapitoulas, ce 29 Juin, 1813.

(Signed) JACQUES LIVAUDAIS.

Signé en présence de (signed) Philippe Dullonange, Pierre De Gruis, fils.

Rayé deux mots "La Ramée," et substitué Dupard a la vingt deuxieme ligne de l'autre part. Approuvé (signed) Jacques Livaudais.

Sheriff's sale.

Whereas I, William S. Watkins, sheriff of the second superior court, district of the territory of Orleans, by virtue of a writ of seizure to me directed, against a certain plantation, situate on the left shore of the river at Long View, in the county of Acadia, containing ten acres seven

toises and four feet front, and eighty acres in depth, the property of Louis H. Guerlain, as general agent of a certain company, known by the title of the Eastern Shore of Maryland Louisiana Company, at the suit of Pierre Lanoix, did seize all that above described tract of land, and having exposed the same to sale according to law, John McDonogh became the purchaser thereof for the price of ten thousand six hundred and sixty-seven dollars, which I hereby acknowledge to have received.

Now, therefore, know all men by these presents, that I, the said sheriff, do, in consideration of the premises, and by virtue of the act in such case made and provided, grant, bargain, sell, assign, and set over, to the said John McDonogh, all the above described tract or parcel of land of ten acres seven toises and four feet front, with eighty in depth, situate on the left shore of the river Mississippi, at Long View, in the county of Acadia, whereon the said Guerlain lately resided; and all the right, title, interest, or demand, which the said Louis H. Guerlain, agent as aforesaid, on the ninth day of May, one thousand eight hundred and ten, or at any time since, had in or to the said tract of land as aforesaid, or any part thereof; to hold the same to the said John McDonogh, his heirs and assigns, forever.

In witness whereof I have hereunto set my hand and seal, this fifteenth day of October, in the year of our Lord one thousand eight hundred and ten, and in the thirty-fifth year of the independence of the United States.

Signed, WILLIAM S. WATKINS,
Sheriff of the second superior court, district of the territory of Orleans.

Sealed and delivered in the presence of witness.
Signed, W. H. SHEERS.
Signed, H. JOHNSON.

Endorsed—I do hereby certify, that I have faithfully recorded the within conveyance in a book kept by me for that purpose, page 12.
15th Oct., 1810. Signed, H. JOHNSON, *Clerk.*

On this fifth day of August, one thousand eight hundred and eight, before me, John Lynd, notary public in and for the city of New Orleans, duly commissioned, and in the presence of the witnesses hereinafter named, personally came and appeared Peter Le Bourgeois, of said county, who declared that, by a certain act passed in the office of Peter Pedesclaux, notary in said city, dated the third day of March, one thousand eight hundred and six, he, the said Peter Le Bourgeois, sold unto John McDonogh, junior, and Sheppard Brown, of the same city, their heirs and assigns, forever, a certain plantation, with certain slaves and other things thereon, situate on the river Mississippi, distant sixteen leagues from New Orleans, and on the same side of the river, laying between and bounded on one side by lands now or late the property of Ambroise Garidel, and on the other side by land now or late the property of Mariane Lanoi, containing in front of the river eighteen acres and three and one-half toises, and opening on the back lines upwards of twenty degrees, agreeable to plans delivered by him, the said Peter Le Bourgeois, to the said John McDonogh, junior, and Shepperd Brown; which said plantation or parcel of land was bought by him, the said Peter Le Bourgeois, from John Arnault and Marie Delille, his wife, heirs of the deceased Delille Dupar; the whole of which tract, that is, the eighteen acres three and one-half toises front, with the opening lines, agreeable to plans thereof, was part of a larger tract owned by the aforesaid Delille Dupar, the same being a concession to him, first, by the aboriginal Indian proprietors, afterwards ratified by the government of the country; which said concession granted to and vested in him, the said deceased Delille Dupar, full right, title, and property to and in the said tract, with all the back lands within the lines of the side boundaries extending, running back to lake Maurepas and fronting said lake; and the said Peter Le Bourgeois did further declare, that he having, by his purchase from the aforesaid heirs of the deceased Delille Dupar, acquired a full and complete right and title to all the lands in front and included within the said boundaries of the aforesaid piece of land, extending back to the lake Maurepas aforesaid, as will appear by act of sale of the same, passed before Peter Pedesclaux, the notary before mentioned, on the thirteenth day of January, one thousand seven hundred and eighty-seven.

Now, therefore, the said act of sale of the said tract of land to John McDonogh, junior, and Shepperd Brown, passed before Peter Pedesclaux, notary, dated the third day of March, one thousand eight hundred and six, not having properly expressed his meaning and intention, he, the said Peter Le Bourgeois, doth hereby declare, that according to the true intent and meaning of the said act, he then did, in consideration of the sum of forty-six thousand five hundred dollars, which he then received as mentioned in the said act, sell and convey, and he doth hereby confirm the same, unto the said John McDonogh, junior, and Shepperd Brown, their heirs and assigns forever, all the right, title, interest, claim, and demand whatever of him, the said Peter Le Bourgeois, of, in, and to the said tract of land, with all its original depth as derived by him from or under the aforesaid deceased Delille Dupar. It being understood, nevertheless, that he, the said Peter Le Bourgeois, did not, or doth not, by the presents, warrant and defend unto the said John McDonogh, junior, and Shepperd Brown, more than the eighty acres in depth, as mentioned in the sale of the said tract of land executed by him in the office of Peter Pedesclaux as aforesaid; but only did mean to convey and sell, and by these presents he doth confirm such conveyance and sale, unto the said McDonogh, junior, and Shepperd Brown, all the right, title, and interest of him, the said Peter Le Bourgeois, of, in, and to the said tract of land extended, commencing eighty acres from the river Mississippi, and from thence running to and fronting the lake Maurepas aforesaid; and the said John McDonogh, junior being here present, doth for himself, and the said Shepperd Brown, accept of this decla-

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ration and confirmation of sale, as the true intent and meaning of the act of sale to them made by the said Peter Le Bourgeois, and passed before Peter Pedesclaux on the third day of March, one thousand eight hundred and six as aforesaid; all which has been agreed upon by the parties aforesaid, who have hereto set their hands. Done and passed at New Orleans aforesaid, the day and year first above written, in presence of David Wright and Fromentin, witnesses who have signed with me notary.

(Signed) P. LE BOURGEOIS,
" JOHN McDONOGH, Jr.,
For himself and Shepperd Brown,
" D. WRIGHT,
" FROMENTIN,
" JOHN LYND, *Not'y Pub.*

I certify the foregoing to be a true [copy] of the original on the records of my office. New Orleans, this fifth of August, A. D. 1803. Quod attestor.

(Signed,) JOHN LYND, [NOT'Y SEAL.]
Notary Public.

[For map see original, p. 20.]

Plan extrait des minutes de nos operations d'arpentage, faite dans les années 1806, 1808, et 1812, lesquelles lignes en divers temps ont été parcouru jusqu'à la riviere Amité, et demarquée conformément aux lignes du plan. Lesquelles terres proviennent des sauvages Collapissa, qui sur cette partie possedoient une terre considerable qu'ils avoient vendu à Mr. Dupart de Lille; lesquelles portions ont été acquises par Mr. J. McDonogh et Compagnie, tant de Mr. Tregré, que de Eastern Shore of Maryland Louisiana Compagnie, que de Mr. Le Bourgeois, lesquelles contiennent les superficie tant en acre anglais qu'en arpent français, sous les No. 1, 5,285 arpents ½, et 4,983 acres; No. 2, 30,371 arpents ⅕, 28,473 acres; No. 3, 46,010 arpents ⅔, ou 4,135 acres. Pour copie conforme. N'lle Orleans, le 8 Juillet, 1812. (Signed) C. V. Potier, arpenteur juré, commissionné par Mr. Isaac Brigs, arpenteur general des Etats Unis.

Nota.—Observe que l'on croit que le titre du Sieur Dominique Poovert, porte une portion sur la terre du No. 1, Mr. Tregre, et No. 2, of Maryland Louisiana Company, ce qui n'est pas constaté n'en ayant pas vus les titre. J. F. V. PORTIER.

REGISTER'S OFFICE, *New Orleans.*

I do hereby certify the foregoing plat to be a true copy of the one recorded in my office, in support of the claim of John McDonogh, jr., & Company, No. 406.

(Signed) L. ST. MARTIN, *Register.*

N. ORLEANS, *September 16th,* 1846.

1st Class.

Species 1st, of complete French or Spanish titles.

No. 406.—John McDonogh, jun'r, and company, claim a tract of land situate in the county of Acadia, on the east shore of the Mississippi, sixteen leagues above New Orleans, containing thirty-two arpents front, with a depth extending as far as lake Maurepas.

This tract of land has formerly been claimed before the board of commissioners, and the depth extending beyond forty acres rejected by them for want of evidence of title. But the claimant has since produced a complete French title to the whole quantity claimed, in favor of Pierre Delille Dupard, (under whom he claims,) dated 3d day of April, 1769.

REGISTER'S OFFICE, *New Orleans.*

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify, that the document just above written is a true copy of the report of the register and receiver of the land office at New Orleans, on the claim of John McDonogh, jun'r, and company, No. 406, bearing date 20th November, 1816, and confirmed by an act of Congress, approved May 11th, 1820.

I do further certify, that the other foregoing documents are true copies of part of the evidence produced and recorded in support of said claim.

In faith whereof I hereunto subscribe my name, this 16th day of September, 1846.

(Signed) L. ST. MARTIN, *Reg'r.*

Translation of those parts of the foregoing document No. 1, not in English.

LAND OFFICE, S. EASTERN DISTRICT OF LA.

I, the subscriber, late royal surveyor (and private,) of his Catholic Majesty, do certify, upon the requisition of L. H. Guerlain, purchaser of a piece of land (or part) of Delille Dupard's succession, said piece of land situate in the county of Acadia, that, in the month of August, of the year 1790, having passed through that quarter at a place vulgarly called "la Vacherie de la Ramée," (vachery or cow-pen,) in order, by virtue of a decree of the general governor, Don Estevan Miro, there to operate the partition of lands, proceeding from the succession of Delille Dupard, deceased, which said lands or parcels of land had been left by inheritance to five of the co-heirs of the said Dupard; that, at the moment of beginning this operation of survey, I recognised all at once that those lands had been sold, as follows: a portion to Henry Fontenot; two other portions to Pierre Bourgeois; one portion to Alexandre Lange, a free man of color; and the fifth and last portion, the only one had been reserved for the heir, François Delille Dupard; this last portion is the most remote towards the upper part of Mississippi, and was adjoining to the named Nicolas Matorne; after having made the following partition, the purchasers claimed the depth to the lake Maurepas, as it was expressed in the sale made by the nation of Collapissas, in favor of the said Delille Dupard, deceased. I confirmed them, that I had a perfect knowledge that this land carried all the depth to the lake Maurepas, for having heard it so said by my father, who was captain of infantry, and commissioner of the Indian nations for H. M. C. M., and had also been employed as interpreter for the government at the time of that sale, as it was the usage then, because at that time no contract of sale was made (in writing) between Indians and private persons, and that the payment of this land had been made in his presence; declaring, besides, I, late royal surveyor, having seen and examined a general plan of the aforesaid land, which the said Delille Dupard, deceased, had purchased from the Indians, and which carried its depth to lake Maurepas without any interruption; certifying, furthermore, that it is to my knowledge that at the time said Delille Dupard purchased this land from the Indians, it was not in use to have the registering made of such sales, and that to have title of property and possession it was sufficient that the payment be made in the presence of the commissioner or interpreter of the government.

In faith of what I have delivered, the present to be used and to serve as of right. The 29th of June, 1808.

(Subscribed,) (signed) CHARLES TRUDEAU.

I, the undersigned, do declare and certify, that the ten arpens or thereabouts, in front, being now the property of the company under the name of the Eastern Shore of Maryland Louisiana Company, purchased by L. H. Guerlain of P. Lanoix, situate in the county of Acadia, quarter of the Longue vue de La Ramée, (La Ramée's long reach,) between the plantation of J. McDonogh, and S. Brown, and Antoine Tregle, are part of a more considerable tract of land purchased from the Indians called Collapissas, in the year 1739, by my deceased father, Delille Dupard; and that the purchase of the said land was including the condition that the lines and limits would run from the Mississippi river even to lake Maurepas; that at the time my deceased father bought those lands, it was not the usage of making deeds of sale between Indians, and that it was sufficient to effectuate to them the payment in the presence of the commissioner or interpreter of the Indian nations. That besides, it is to my knowledge, that a general survey was made of all that part of land which my deceased father possessed at that quarter of la Ramée, so called la vacherie, (the cow-pen,) which survey carried all the depth from the river to lake Maurepas, without interruption whatever, but that it is probable that plan of survey has been mislaid or destroyed by fire. In faith whereof, I have signed and delivered the present in the presence of witnesses, to be used and serve as of right.

Canne brulèes, this 3d of June, 1803.

(Subscribed,) signed, FRANCOIS DELILLE DUPARD.

Signed, G. Raoul, witness to the signature of M. Dupard.

Signed, Gervais Arnoute, witness to the signature of Mr. Dupard.

Petition to Livaudais, &c.

D. Bartholome Macnamara as the legitimate husband of Da. Catharine Delille, D. Philip Marigny de Mandeville as the legitimate husband of Da. Franc'ca Delille, D. Juan Arnould as the legitimate husband of Da. Maria Arma Delille, and curator ad bona of Da. Francisca, Da. Feliciana, and Da. Maria, children of D. Nicolas Delille, deceased, and Dn. Fran'co Delille Dupard, all legitimate sons of D. Pedro Delille Dupard, upon the true copy delivered to us of the inventories made of the properties which he left at his death, we say we have been advised of, we nominate as umpire for the appraisement of said goods which were left [at] the time of the death, and to this effect, Dn. Luis Martin Marillon; and for that purpose we do entreat you to grant an order as we have prayed for.

(Signed) DEMANDEVILLE.
" F'OIS DELILLE DUPARD.
" J. ARNOULD.
" B. MACNAMARA.

Decree.

I do appoint as umpire him, as prayed for by the parties, if he accept and take the oath in the form; to proceed to make said inventories on the eighth of this instant, and to this effect it is made known, in order to proceed to the appraisement of the property aforesaid.

LIVAUDAIS.

I certify, that Santiago Livaudais is alcade ordinario of this city and jurisdiction, for his Majesty, and signed the above this sixth day of November, of one thousand seven hundred and seventy-six.

ANDREO ALMONASTER Y ROXAS,
Eno. publico.

The same day I gave notice to Da. Michaela Michel, widow of Dn. Pedro Dupard; and to D. Franco. Brontin, curator ad lites of the grand sons, minors, of D. Nicolas Delille, to them personally certified.

ALMONASTER, *Esno.*

The same day I made it known to D. Juan Arnoul, to D. Philipe Mandeville, to D. Bartholome Macnamara, and to D. Franco. Delille, certified. ALMONASTER, *Esno.*

In the city of New Orleans, and on the said day, month, and year, I, the notary public, (escribano) made it known to the aforesaid umpire, D. Luis Menillon, personally, who declared he accepted, and does accept, and makes oath in the name of God, and upon the holy cross, to proceed faithfully, according to his intelligence; and signed certified by me. MENILLON,

ANTONIO ANDREO ALMONASTER Y ROXAS,
Esno. publico.

In the city of New Orleans, on the same day, month, and year, I made known the above decree to Don Carlos de la Chaise, and to Dn. Franco. Simar de Belille; to each of them in propria persona, certified.

ALMONASTER, *Esno.*

In the city of New Orleans, on the eighth of November, one thousand seven hundred and seventy-six, Sen. Dn. Santiago Livaudais, alcade ordinario, (de segundo vote,) accompanied by me, the notary, went to the last domicil of Dn. Pedro Delille Dupard, and there being present Da. Michaela Michel, widow of the aforesaid Bartholome Macnamara, by representation of Dna. Catharine Delille Dupard; Dn. Philipe Marigny de Mandeville, for widow Da. Francisca Delille Dupard; Dn. Francisco Delille Dupard, Dn. Francisco Brontin, curator ad lites of the grandsons, minors of the aforesaid sons of Dn. Nicolas Delille Dupard, his son, and Dn. Juan Arnoul, by representation of Dna. Mariana Delille Dupard, proceeded to the inventory, it being about nine o'clock of this day; and by Dn. Francisco Simar Belille, Dn. Carlos de la Chaise, and Dn. Luis Augustin Menillon, appraiser and umpire appointed, which made the following appraisement:

Appraisement.

Being on the plantation left at his death by D. Pedro Delille Dupard, the twenty-fifth of November, one thousand seven hundred and seventy-six, at the distance from New Orleans of about sixteen leagues above, and on the same side of the city, containing thirty-six arpens in front, with a depth to the lake, bound on the side below by a Dutchman named Baptiste, and above by the plantation of a free mulatress, widow of Juan Lacombee; Dn. Santiago Livaudais, alcade ordinario of the city of New Orleans and its jurisdiction, for his Majesty, accompanied by me, the notary public, Dna. Michaela Michel, widow of the aforesaid D. Bartholome Macnamara, by representation of Dna. Catharina Delille Dupard, D. Philipe Marigny de Mandeville, by the said Francisco Delille Dupard; D. Francisco Delille Dupard, D. Francisco Brontin, curator ad lites of the grandsons, minors of the aforesaid son Dn. Nicolas Delille Dupard; his son, D. Juan Arnoul, by Da. Mariana Delille Dupard, was continued the inventory; and by D. Simar de Bellisle, Dn. Carlos de la Chaise, and Dn. Luis Augustin Menillon the umpire, were appraised in the manner following:

First, they appraised the aforesaid land of the plantation to fourteen hundred and forty dollars, that is to say, at the rate of forty dollars per each arpent.

And, at this time, it being late, they entreated his excellence to suspend the proceedings, and continue them when he would please, and all the aforesaid appraised goods were left to the care of the aforesaid possessor, and to the disposal of his excellence, who signed with the parties and the named appraisers; which I certify.

LIVAUDAIS,
CARLOS DE LA CHAISE,
FRANCOIS DELILLE DUPART,
FRANCISCO BRONTIN,
FRANCOIS SIMAR DE BELILLE,

B. MACNAMARA,
DE MANDEVILLE,
MENILLON,
J. ARNOUL,
ANTONIO ANDREAS ALMONASTER Y ROXAS,
Escribano publico.

I do certify and attest, that the aforegoing copy is conform[able] to the original, extracted from the originals of the proceedings or acts in the succession of Dn. Pedro Delille Dupard, which remain at present in the archives in my care, and to which this is referred on the application of D. J. McDonogh.

I give this present in the city of New Orleans, this 23d of June, 1813, [SEAL.] and the 37th of the American independence. In testimonium veritatis.

(Signed) STEPHEN QUINONES, *Not'y pub.*

I, Jacques Livaudais, residing in the parish of Chapitoulas, at the request of John McDonogh & Co., of New Orleans, declare by the present, that in the year one thousand seven hundred and twenty-six, as and in my quality of alcalde for the city and jurisdiction of New Orleans, upon the petition which was presented to me by the heirs of Francois Delille Dupard, relatively to the valuation of the properties left to his children, and the nomination of appraisers to that purpose, I have approved the said nomination, and ordered that it be proceeded to the inventory of the properties of said Delille Dupard, deceased, conformably to the decree by me rendered the sixth of November, 1796; I further more declare that, in my quality then of a judge, I was present at the inventory which was made of the aforesaid properties, and particularly of a certain land known by the name of la vacherie de Dupard, situate at about 16 leagues from New Orleans, and on the same side; that this appraisement was made according to usage on the presentation of the titles, which, however, were perfectly known to me and to every body; that Mr. Delille Dupard owned this land from the Colapissas with the depth to lake Maurepas; that as a public officer then, I declare it was to my knowledge that it was not the usage of making deeds of sale for, nor record lands purchased from Indians, and that it was sufficient the payment be made in the presence of the commissioner of the government to the Indian nations.

In testimony whereof I have delivered the present certificate to serve and be used as necessary. Done at the Chapitoulas, this 29th of June, 1813.

(Signed) JACQUES LIVAUDAIS.

Signed in the presence of—
PHILIP DE MORANGE,
PIERRE DEGRUIS SON, (two words erased,) "La Ramee," and the word Dupard substituted at the 22d line on the other side.

Approved.
(Signed) JACQUES LIVAUDAIS.

Sheriff's sale.

Whereas I, William S. Watkins, sheriff of second superior court, &c., &c. [For this part of the document see page 15 of this transcript.]

[Certificate under the plan: for the plan see page 20 of this transcript.]

Plan copied of the minutes of our operations of survey made in the years 1806, 1808, and 1812, which lines on sundry occasions have been extended to the river Amite, and marked according to the lines on the plan; said lands come from the Collapissa Indians, who on that of land did possess a considerable tract of land, which they had sold to Mr. Dupart Delille, which portions have been purchased by John McDonogh & Co., of Mr. Tregue, of the Eastern Shore of Maryland Louisiana Company, and of Mr. Le Bourgeois; said lands measure in superficie, as well in English acres as in French arpents, under the No. 1, 5,285½ arpents, or 4,983 acres; No. 2, 30,371⅓ arpents, or 43,135 acres.

A true copy. New Orleans, 8th July, 1812.

(Signed) C. V. POTIER,
Sworn surveyor, commissioned by Isaac Briggs, general surveyor of the United States.

Nota.—Observe that it is believed that the title of Mr. Dominique Provert contains a part of the land of No. 1, Mr. Tregue, and No. 2 of Maryland Louisiana Company, which is not verified, not having seen the titles.

(Signed) C. V. POTIER.

REGISTER'S OFFICE, *New Orleans.*

I do hereby certify the foregoing plat to be a true copy of the one recorded in my office, in support of the claim of John McDonogh, jr., and Company, No. 406.

New Orleans, September 16th, 1846.

L. ST. MARTIN, *Reg'r.*

2o. The plaintiff offered in evidence document marked "No. 2," purporting to be a copy of a French land grant of 30 acres front, to the river, in favor of P. J. Delille Dupard, dated 3d April, 1769, which is as follows:

Charles Philippe Aubrey, chevalier de l'ordre royal et militaire de St. Louis, commandant pour le roi à la Louisiane, et Denis Nicholas Foucault, faisant les fonctions d'ordonnateur de cette province.

Vu l'exposé en la requête en l'autre parte du Sieur Pierre Joseph Delille Dupard, père, nous avons concédé et concédons, par ces présentes, au dit Sieur Dupard, trente arpens de face au fleuve, sur tante la profondeur que se trouvera jusqu'au lac Maurepas, de la terre ou etoient ci-devant deux villages de savages Colapissas, située à environs sieze

lieues au dessus et du même coté de cette ville, à prendre de l'habitation du nommé , Allemand, jusqu'à la rencontre de celle de nommé Joseph Lacombe, mulâtre libre, pour par lui, et ses hoirs, ou ayant cause, jouir et disposer en toute propriéte et usufruit, et comme de chose à lui appartenant, des dits trente arpens de face sur la dite profondeur, sauf titres en possession anterieurs à ce contraires, et à la charge de payer les droits seigneuriaux, si quelques uns sont par la suite établis en cette ditte province. Nous en reservons d'ailleur pour sa Majesté tous et chacun les bois necessaires pour construction de forts, magazines, et autres ouvrages qu'elle a ordonnés, ou pourra ordonner à l'avenir, même pour le radout et carêne de ses vaisseaux, toutes fois et quantes il en sera besoin, ainsi que le terrein necessaire pour chemins royaux et fortifications.

Donné à la Nouvelle Orléans, sous les sceaux de nos armes, et contreseigns de nos secretaires, le trois Avril, mil sept cent soixante neuf.

(Signé) AUBREY ET FOUCAULT.
(Contresigné) SOUBRE ET DOUVERGE.

I do hereby certify the foregoing to be a true copy of a complete French land grant, as recorded in book number one, page two hundred and thirteen, entitled "Registre pour servir à l'enregistrement des concessions accordées par Messrs. le Gouverneur et ordonnateur de cette province, commencé le 30 May, 1753," which makes part of the records of land grants delivered over into this office by the intendant general of the provinces of Louisiana and West Florida, at the change of government.

In testimony whereof I have hereunto set my hand, at the city of New Orleans, this 13th day of June, in the year of our Lord 1818, and the 42d year of American independence.

(Signed) CHARLES APPE,
Cl'k. and Trans'r, Land office, east. dist., State of Louisiana.

LAND OFFICE, *eastern district, State of Louisiana.*

I do hereby certify, that Chars. Appé, whose name is hereunto subscribed, is now, and was at the time of subscribing the same, clerk and translator to said office, and that full faith and credit ought to be given to all documents by him so signed as such.

Given under my hand the day, month, and year last aforesaid.

(Signed) SAML. H. HARPER,
Reg'r eastern district Louisiana.

Translation of the French part of the foregoing document No. 2.

Charles Philippe Aubry, knight of the royal and military order of St. Louis, commandant for the King in Louisiana, and Denis Nicolas Foucault, acting disposer in this province: Considering the petition and request of Mr. Pierre Joseph Delille Dupard, père, we have, by these presents, conceded and do concede to said Mr. Dupard, thirty arpents,

fronting the river, by all the depth to the lake Maurepas, of the land on which were heretofore two villages of the Colapissas Indians, situated about sixteen leagues above and on the same side of this city, beginning from the plantation of Allemand (German) until it meets that of Joseph Lacombe, a free mulatto man; to have and to hold the said described land unto the said Dupard, his heirs and assigns forever, and for him to enjoy the usufruct and the said property, and to dispose of the same as a thing to him belonging; saving, however, anterior titles or possession of said thirty arpents front by the aforesaid depth; also, at his charge to pay the seignorial rights, if any should be hereafter established in this province. We reserve, moreover, for his Majesty, each and all the timber necessary for constructing forts, magazines, stores, and other works already ordered, or which may henceforth be ordered, even for the repair of ships when required; also land which may be necessary for public roads and fortifications.

Given at New Orleans, under the seals of our arms, and countersigned by our secretaries, this third April, one thousand seven hundred and sixty-nine.

(Signed) AUBRY & FOUCAULT.
(Countersigned) SOUBRIE & DUVERGE.

3o. The plaintiffs offered in evidence document marked No. 3, purporting to be a plan of survey by Chs. Trudeau, dividing the land among the heirs of Dupar, made in 1796, in the forms and figures following:

[For plan, see original, page 33.]

Na. que la tierra de la sucession avia de ser de trenta y cinco arpanes de frente, segun declaraciones de los interesados, y conforme a las escrituras de ventas passados por los herederos, a favor de Henrique Fontno, Pedro Le Bourgeois, y Alexandre Lange, mulato, Don Francisco Duparc, hijo, el solo que no vendio su porcion. Pero en la verificacion que hize en el mes de Marzo, 1787. Repetido los dias nueve, y dies Orgosto del corriente ano dicha hallose, contener quarenta arpanes con veinte y tres toesas de frente al rio Misisipy, medidos sobre las lineas punteas (a, b, c, d, e, f, g, h, j, k, l, y, n, o,) de todo lo que doy fe, Agosto 10 de 1790.

Signed, CARLOS TRUDEAU, *Agr.*

I certify the foregoing and plat of survey to be a true and exact copy of an original plan filed No. 43, 44 and 45, amongst the records in the surveyor general's office under my charge.

In testimony whereof I have hereunto set my hand and seal of office, in the city of New Orleans, this 15th day of May, 1845th year of our Lord, and the sixty-ninth of the independence of the U. S. of America.

[SEAL.]

(Signed) LS. BRINGIER, *Surv. General.*

4o. The plaintiff offered in evidence document marked No. 4, purporting to be a certified copy of a survey made by C. Trudeau, dated 24th September, 1790, which is as follows:

[For map, see original, page 34.]

Don Carlos Trudeau, agrimensor real y particular de la provincia de la Luisiana, &c.

Certifico, aver medido lindado y amojonado a favor, y en presencia de Don Henrique Fonteneau, y con asistancia de los vecinos imediatos, un terreno de ocho arpanes, quatro toisas, y tres pies de frente; medidos sobre la linea punteado del plano quien va perpandicular al limite de abajo, cuyo terreno situado en la costa de los Allemanes en el distrito de la parroquia San Juan Bautista, sobre el margen ezquierdo, y en frente del rio Mississippi, a como veinte digo quarenta y tres millas de distancia de la ciudad de Nueva Orleans, rio arriba en el barrio vulgarmente llamado la vachery; lindando de un lado con tierra de Gillar y Pedro Bourgeois, y del otro lado con otras del Herrero Gabriel Clôutier, los limites avren o se anchen sen, acia la profundura, de nueve grados, el superior comun con tierras de Pedro Bourgeois, dirigido en profundura al norte diez minutas oeste, y el inferior comun con tierra de Gabriel Cloutier, dirigido en el mismo fondo al norte ocho grados cinquente minutas este, de la actual aguja, sin attender á la variacion; en aquel limite se hallaron dos majones de madera de cipres, quienes segun reclamaciones de los interesados fueran plantados por el señor ayudante mayor de plaza, Don Louis Audry, comisionado a este efecto, en el limite superior comun con Pedro Bourgeois, hize plantar dos mojones de madera de cipre; el primero á trenta toises de distancia de la orilla del rio; y el segundo, a quarenta toisas mas por otras acia el fundo, el todo como se demuestra en el plano de la buelta, este apeo se pratico para la particion de la tierra de la sucesion de Don Francisco Delille Duparc, haviendo los herederos vendidos cada uno su porcion, á saber: Madame Macnemara a favor del antedho. Henrique Fontenau, Mons. Cornut y los herederos Delille; dos porciones a favor de los señores Gillard y Bourgeois, Mons. de Mandeville, à favor del mulato Alexandre Lameze, una porcion, el heredero Duparc, el hijo solo que queda con la ultima porcion quien es la mas arriba medianero con la primera costa acadianos, el todo come cousta por mis diligencias de los dias en el mes de Marzo, de mil setecientos ochenta y siete. Repetidos en virtud del decreto del señor governador general Don Estevan Miro, en fecha del dia diez y siete del mes de Septiembre del antedho. año; los nueve y diez del mes de Agosto del presente año. Doy la presente sucedo del plano formado de la particion quien para en la oficina de agr. gl. No. 275. Nota: que los vendedores de estas tierras; declaran que esta tierra devia contener trenta y cinco arpanes de frente con todo el fondo hasta el lago Maurepas, por aver sido asi comprado de los Indios en el año 1739, pero en el verificacion que hijo del frente se halla-

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ran quaranta arpanes veinte, y tres toisas de frente, por loque corespondre á cada quinta porcion ocho arpanes quatro toisas y tres pies de frente al rio, y para que el presente sirve donde convenga, le doy a pedimiento de parte á veinte, y quatro del mes de Septiembre, de 1790 años.

(Signed) CARLOS TRUDEAU, *Agr*.

Sacado del plano, No. 271. }
Porcian, No. 5, de la Vachery. }

LAND OFFICE, EASTERN DISTRICT OF LOUISIANA,
Register's office, New Orleans.

I, B. Z. Canonge, register of the land office at New Orleans, do hereby certify, that the foregoing plan, as well as the survey, are true copies taken from book No. 6, pages Nos. 242 and 243, forming part of the archives of this office.

In faith whereof I hereunto subscribed my name, this 19th day of October, 1836.

(Signed) B. Z. CANONGE, *Register*.

No. 57.

LAND OFFICE, *southeastern district of Louisiana.*

Henri Fontenau claims a tract of land situated in the parish of St. John Baptiste, bounded on the upper side by lands of M. Fortin, and below by lands of Gabriel Cloutier, containing eight arpens and four toises and three feet front on the second depth, extending to Lake Maurepas.

This land is claimed by purchase; it is proved that this land was part of a village of the Colapesas Indians, and by them sold with the consent of Governor Bienville in 1735, afterwards surveyed by the surveyor general of the province of Louisiana in the year 1790, and deeds of sale shew that this land has been possessed and cultivated by the claimant, and by those under whom he claims, since the year 1784; I am therefore of opinion this claim ought to be confirmed.

REGISTER'S OFFICE, *New Orleans.*

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify, the foregoing document to be a true copy of the report of the late register of this office, on the claim of Henri Fontenau, No. 57; which said report is dated the 6th January 1821, and was confirmed by an act of Congress, approved on the 28th day of February, 1823.

In faith whereof I hereunto subscribe my name, this 5th day of October, 1846.

(Signed) L. ST. MARTIN, *Register*.

(*Translation of the foregoing document No.* 4.)

[For the plan, see page 34 of this transcript.]

4o. The plaintiff offered in evidence document marked No. 4, purporting to be a certified copy of a survey made by C. Trudeau, dated 24th September, 1790, which is as follows:

[For map, see original, page 34.]

Don Carlos Trudeau, agrimensor real y particular de la provincia de la Luisiana, &c.

Certifico, aver medido lindado y amojonado a favor, y en presencia de Don Henrique Fonteneau, y con asistancia de los vecinos imediatos, un terreno de ocho arpanes, quatro toisas, y tres pies de frente; medidos sobre la linea punteado del plano quien va perpandicular al limite de abajo, cuyo terreno situado en la costa de los Allemanes en el distrito de la parroquia San Juan Bautista, sobre el margen ezquierdo, y en frente del rio Mississippi, a como veinte digo quarenta y tres millas de distancia de la ciudad de Nueva Orleans, rio arriba en el barrio vulgarmente llamado la vachery; lindando de un lado con tierra de Gillar y Pedro Bourgeois, y del otro lado con otras del Herrero Gabriel Cloutier, los limites avren o se anchen sen, acia la profundura, de nueve grados, el superior comun con tierras de Pedro Bourgeois, dirigido en profundura al norte diez minutas oeste, y el inferior comun con tierra de Gabriel Cloutier, dirigido en el mismo fondo al norte ocho grados cinquente minutas este, de la actual aguja, sin attender á la variacion; en aquel limite se hallaron dos majones de madera de cipres, quienes segun reclamaciones de los interesados fueran plantados por el señor ayudante mayor de plaza, Don Louis Audry, comisionado a este efecto, en el limite superior comun con Pedro Bourgeois, hize plantar dos mojones de madera de cipre; el primero á trenta toises de distancia de la orilla del rio; y el segundo, a quarenta toisas mas por otras acia el fundo, el todo como se demuestra en el plano de la buelta, este apeo se pratico para la particion de la tierra de la sucesion de Don Francisco Delille Duparc, haviendo los herederos vendidos cada uno su porcion, á saber: Madame Macnemara a favor del antedho. Henrique Fontenau, Mons. Cornut y los herederos Delille; dos porciones a favor de los señores Gillard y Bourgeois, Mons. de Mandeville, à favor del mulato Alexandre Lameze, una porcion, el heredero Duparc, el hijo solo que queda con la ultima porcion quien es la mas arriba medianero con la primera costa acadianos, el todo come cousta por mis diligencias de los dias en el mes de Marzo, de mil setecientos ochenta y siete. Repetidos en virtud del decreto del señor governador general Don Estevan Miro, en fecha del dia diez y siete del mes de Septiembre del antedho. año; los nueve y diez del mes de Agosto del presente año. Doy la presente sucedo del plano formado de la particion quien para en la oficina de agr. gl. No. 275. Nota: que los vendedores de estas tierras; declaran que esta tierra devia contener trenta y cinco arpanes de frente con todo el fondo hasta el lago Maurepas, por aver sido asi comprado de los Indios en el año 1739, pero en el verificacion que hijo del frente se halla-

ran quaranta arpanes veinte, y tres toisas de frente, por loque corespondre á cada quinta porcion ocho arpanes quatro toisas y tres pies de frente al rio, y para que el presente sirve donde convenga, le doy a pedimiento de parte á veinte, y quatro del mes de Septiembre, de 1790 años.

(Signed) CARLOS TRUDEAU, *Agr.*

Sacado del plano, No. 271.
Porcian, No. 5, de la Vachery.

LAND OFFICE, EASTERN DISTRICT OF LOUISIANA,
Register's office, New Orleans.

I, B. Z. Canonge, register of the land office at New Orleans, do hereby certify, that the foregoing plan, as well as the survey, are true copies taken from book No. 6, pages Nos. 242 and 243, forming part of the archives of this office.

In faith whereof I hereunto subscribed my name, this 19th day of October, 1836.

(Signed) B. Z. CANONGE, *Register.*

No. 57.

LAND OFFICE, *southeastern district of Louisiana.*

Henri Fontenau claims a tract of land situated in the parish of St. John Baptiste, bounded on the upper side by lands of M. Fortin, and below by lands of Gabriel Cloutier, containing eight arpens and four toises and three feet front on the second depth, extending to Lake Maurepas.

This land is claimed by purchase; it is proved that this land was part of a village of the Colapesas Indians, and by them sold with the consent of Governor Bienville in 1735, afterwards surveyed by the surveyor general of the province of Louisiana in the year 1790, and deeds of sale shew that this land has been possessed and cultivated by the claimant, and by those under whom he claims, since the year 1784; I am therefore of opinion this claim ought to be confirmed.

REGISTER'S OFFICE, *New Orleans.*

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify, the foregoing document to be a true copy of the report of the late register of this office, on the claim of Henri Fontenau, No. 57; which said report is dated the 6th January 1821, and was confirmed by an act of Congress, approved on the 28th day of February, 1823.

In faith whereof I hereunto subscribe my name, this 5th day of October, 1846.

(Signed) L. ST. MARTIN, *Register.*

(*Translation of the foregoing document No.* 4.)

[For the plan, see page 34 of this transcript.]

Don Carlos Trudeau, royal and private surveyor of the province of Louisiana, &c.

I certify that I have measured and mark the limits in favor and in presence of Don Henrique Fonteneau, and assisted by the immediate neighbors, a lot of ground measuring eight arpents four toises and three feet front, on the northwest line of the plan, which runs perpendicular to the lower limit, which lot is situated in the German coast in the district and parish of St. John the Baptiste, on the left side and front on the Mississippi river, at about twenty, say forty-three miles distance of the city of New Orleans, going up the river, in the place commonly called the Vachery; bounded on one side by the lands of Gillar and Pedro Bourgeois, and on the other side by other lands of the heirs [of] Gabriel Cloutier; the limits on said side open or extend nine degrees on the upper line of the lands of Pedro Bourgeois going north and ten minutes west, and on the lower side by lands of Gabriel Cloutier, running towards the same depth north 8 deg. 50 minutes east of the actual compass, without paying attention to the changes in said limit; there was found two cypress wooden posts to mark the limits, which in consequence of the claims of the interested parties were placed by the adjutant major of the place, Don Louis Andry, commissioned for that purpose; on the upper limit adjoining Pedro Bourgeois, he had two cypress wooden posts placed, the first at 30 toises distant of the banks of the river, and the 2d at forty toises more in advancing towards the depth, the whole as it appears on the plan on said side; said survey was made on account of the partition of the lands of the estate of Don Francisco Delille Dupare, the heirs all having sold their portion, to wit:

Mrs. Macnemara to the said Henrique Fonteneau, Monsr. Cormet, and the heirs Delille, two portions to Messrs. Gillard and Burgeois, Mr. de Mandeville to the mulato Alexander Lanuze one portion; the heir Dupare, the only son, remains in possession of the last portion, which is the upper one and adjoining the first Acadian coast; the whole is stated in my doings during the days of March, seventeen hundred eighty-seven; made anew by virtue of the governor general, Don Estevan Miro, under date of the 17th day of September of the aforesaid year, the 9th and 10th of the month of August of the present year, I deliver the present *drawn* of the plan made of the partition filed in the office of the surveyor general, No. 275.

Be it understood, that the vendors of those lands declared that this land was to measure thirty-five arpens with all the depth to the Lake Maurepas, for having been so purchased of the Indians in the year 1739. But according to the verification that I have made of the front part, I have found forty arpents twenty-three toises front, according to which every fifth part has eight arpents four toises and three feet front to the river; and to make the presents serve where it may be necessary, I deliver it on demand of party on the 24th September, 1790.

(Signed) CARLOS TRUDEAU,
Surveyor.

Taken from the plan No. 271.—Portion No. 5 of the vachery.

The certificates of Canonge and St. Martin, registers, which are attached to this document, are already copied from page 36 to 38 of this transcript.

5o. The plaintiff offered in evidence document marked "No. 5," being a certified copy of a deed of sale by Mr. and Mrs. Jn. Arnoult to Le Bourgeois & Gillard, dated 13 January, 1787, which document is as follows:

Sepan cuantos esta vieren como yo, Dn. Juan Arnoule, rexidor perpetuo y receptor de penas de camara del cabildo, justicias y regimiento de esta ciudd. y Da. Maria Delille Dupart, consortes, con licensia y espreso consentimiento que la referida fudió a su marido para otorgar esta escritura, y este se la concedió tan amplia como por dro. se requiera, y de ella usando otorgamos por la presente que vendemos realmente y con efecto a Joseph Gillard y Pedro Le Bourgeois, de este mismo vecindario, catorce arpanes y doce tuesas de tierra de frente, con el fondo que le corresponda, situadas a dies y seis leguas de esta ciudd. a este lado del rio arriba, lindando por un lado con tierras de Phelipe Panquieme, y por el otro con otras de Enrique Fontenant, la misma que nos pertenece, a saber : siete arpanes seis tuesas que me corespondieran á mi la dicha Da. Maria Delille, entre otros biens. constantes de la hijuela de particion hecha por Dn. Andres Almonaster y Roxas, a dies y nueve de Diciembre, de mil setecientos setenta y seis, que dados por fallecimiento de mi difunto padre, y los otros siete arpenes y seis tuesas qe. corespondieron á los menores Delille Dupar, de quiens. soy curador y a quiens. he pagado yo, el dicho Dn. Juan Arnoul la porcion en que fue estimada dha. tierra, todo lo cual cousta de las diligs. de particion de los enunciados biens. y protocoladas en el oficio Dn. Rafael Perdomo, esno. pubo.; en el quaderno corrientes de escrituras publicas y protocola del año de mil setts. setenta y seis; cuyos catorce arpanes y doce tuesas de tierra de frente con el fondo que le pertenece, vendemos a los antedichos con toda sus entradas y salidas, usos, costumbres, dros. y servidumbres, libre de gravamen é hipotecas, como lo certifico yo, el presente esno. anotador de ellas, en precio de dos mil y cien ps. $ del cuño Mexicano, de los cuales he recibido mil ps. $ de contado, y los mil cien pesos restantes pagaderos: quinientos y cinqta. ps. en un año de la fha. y los quinientos y cinqta. pesos restantes, y ultimo pago en dos años de la fha., mediante lo cual nos apartamos y separamos del dro. de propriedad, posecion, ultimo dominio y señorio qe. a dichos catorce arpanes y doce tuesas de tierra habiamos y teniamos, y todo lo cedemos, renunciamos, y traspasamos en los compradores y en quien sus causas y dros. hubiere para que como suyos propios los posean, cambien, vendan ó enagenen á su voluntad, en virtud de esta escritura que á sus voluntades favor otorgamos en señal de real entrega, con lo que ha de ser visto haber adquirido sus poseciones, sin que necesite de otra prueva de que les relevamos, y nos obigamos á la eviction, seguridad, y saneamiento dee sta venta en toda forma de dro. con nros. biens. habidos y por haber, doy aqui por inserta la clausula guarentigia y renuncio las leyes de mi favor con la gral. que lo prohive. Y estando presente al otorgamiento de esta escritura la referida Da. Maria Delille las del imperador Justiniano Belleñano, senatus consultus leyes de Toro Madrid y partidas nuevas y viejas constitucions. y demas que hablan en favor de las mugeres del efecto de las cuales he sido advertida por el presente esno. y como sabedora de ellas las renuncio y juro por Dios nro. señor, y una señal de cruz conforme a dro., que para otorgar esta escritura no he sido inducida y atemorizada por el dicho mi marido, ni por otra persona, y declaro que la hagode mi libre y espontanez voluntad, y que resulta en mi propria utilidad y beneficio, y que no reclamare esta escritura por mis biens. dotales, patrimoniales, hereditarios, ni adventicios, y que contra este juramento no tengo hecho otra pretencion ni reclamacion ni comutacion à nuestro muy santo padre, su nupcio legado o quien con dro. me lo pueda y deba dar, y si de mota propio me fuere concedida no usaré de ella pena de perjura y de caer en caso de menos valer e infamia, y estando presente al otorgamiento de esta ecritura, nos, los referidos Joseph Gillard y Pedro Le Bourgeois, la acceptamos nuestra favor, reciviendo comprado dichos catorce arpanes y doce tuesas de tierras de frente, y el fondo que le coresponda, en la cantidd. y conformidad que nos va vendida, de ellos nos damos por entregados à nuestra voluntad y otorgamos formal recivo; y nos obligamos a satisfacer los enunciados mil y cien ps. $ del cuño Mexicano á los plazos señalados llanamente y sin pleyto alguno, al cumplimiento de lo cual obligamos nuestros bienes habidos y por haber, y especialmente hipotecamos con la calidad de non alienando dichos catorce arpanes y doce tuesas de tierra, los cuales no vendaremos ni enagenaremos hasta el real y efectivo pago de dha. suma. En cuyo testimonio es fha. la carta en la ciudad de la Na. Orleans, a trece de Enero, mil setts. ochenta y siete años, y los otorgantes a qs. yo, esno. doy fe; conozco lo firmaron siendo tgos. Dn. Miguel Gomez, Dn. Salomon Mallines y Dn. Antonio Blanc, vecinos de esta cuidad presentes.

(Signé) JEAN ARNOULT,
MARIE DELILLE ARNOULT,
LE BOURGEOIS,
GILLARD.

Ante mi. FERNANDO RODRIGUEZ,
Escno. pubco.

Pour copie conforme à l'original etant en mon etude pour recours: En foi de quoi j'ai signé les présentes et y ai apposé le sceau de mon office, à la Nouvelle Orleans, le trente Juin, mil huit cent trente six.

[SEAL.] (Signed) LOUIS T. CAIRE,
Not. pub.

Translation of the foregoing document No. 5.

Know all persons who will see these presents, that I, Dn. Juan Arnaude, (regidor perpetual and receptor de penas de camara del cabildo, justicias and regimento of this city,) and Dna. Maria Delille

Dupart, his wife, and with license and express consent which the aforesaid wife has solicited and obtained of the aforesaid husband to execute this deed in the most ample *a* manner as it may be requisite, and in virtue of that we do acknowledge by these presents that we really sell, and in fact do sell, to Joseph Gillard and Pedro Le Bourgeois, of this same city, fourteen arpans and twelve toises of land in front, with the depth thereto belonging, situate at seventeen leagues of this city, on this side of this city and above; bounded on the one side by land of Philip Panquieme, and on the other by land of Henry Fontenant; it being the same belonging to us, that is to say, seven arpens and six toises, which have befallen me, the said Maria Delille, among other properties included in the division made by Dn. Andres Almonaster Roxas, on the 19th of December, 1776, left by the decease of my father; and the other three arpens and six toises befalling to the minors of Delille Dupar, of whom I am curator, and to whom I have paid, I, the aforesaid Dn. Juan Arnoul, the portion to which this aforesaid land was appraised, as the whole of which will better appear, reference being had to the acts of partition, recorded in the office of Dn. Raphael Perdomo, notary public, (quaderno corriente) in the journal of public writings, and protocol of the year 1776; which fourteen arpens and twelve toises in front, with the depth thereto belonging, we do sell to the aforesaid, with all its issues, uses, customs, rights, and servitudes, free from all encumbrances and mortgages, as I, the aforesaid notary public, do certify it as recorded there, for the price of two thousand and one hundred dollars of Mexican coin, of which I have received one thousand dollars paid down, and the one thousand one hundred dollars remaining to be paid, five hundred and fifty dollars at a year from this date, and the five hundred and fifty remaining, and the last, at two years from this date. By the means of which we do part and abandon our right of property, possession, and all other rights to the aforesaid twelve arpans and twelve toises of lands which we had, and the whole we do cede, assign, and transfer, unto the aforesaid purchasers, as it being theirs and their heirs and assigns, so that they may use, dispose, and transfer the same at their will by virtue of these presents, which we deliver at their will; and they acknowledge to have seen the same and taken possession thereof, without any other proof; and we do bind ourselves to defend the same, and do warrant it, and for this purpose do engage our present property, and the same to come; and we do insert the clause of warranty, and here renounce to the laws in my favor, with the prohibitive aforesaid; and the aforesaid Dna. Maria Delille declares she renounces the law of the Emperor Justiniano B. Sen. Cons. Leyes de Toro Madrid, and the Partidas, ancient and new constitutions, and whatever there may be in favor of women, the whole of which she acknowledge to be aware of, as having been apprised of it by the said notary, and therefore do renounce, and swears of it upon the cross of our Savior J. C., that to the granting of the aforegoing she has not been induced or forced by undue influence or threats, but does declare to do it of her own free will and deliberation, from Don Juan Arnoult and Dna. Maria Delille, his wife, as by act before Don Fernando Rodriguez, notary public, of this city, bearing date the 3d of January, of the last year, 1787, and I do sell it to the aforesaid, with all its issues, use and customs, right and servitudes, and the whole of the appurtenances free of mortgages, as certified by the notary public, recorder of mortgages, for the price of two thousand three hundred dollars, which he will pay me at the end of this year; in consideration thereof I do transfer and do part of my right of property, possession, use, and all other rights whatsoever, to the aforesaid seven arpans and six toises of land which I had and possessed, and do transfer, and renounce, and abandon to the aforesaid purchaser, and to his heirs, or administrators, or assigns, so that, as his own property he may possess, sell, exchange, or dispose of the same according to his will, by virtue of these presents, in the best form and manner possible, and as having seen and taken possession of which he is dispensed, and binding me to defend and warrant the same against all eviction by virtue of this deed, and do therefore bind my goods and property, present and to come, and hereby do acknowledge that I abandon and renounce all laws that might be in my favor of whatever purpose. And here being present, I, the aforesaid Pedro Le Bourgeois, he says, I do accept in my favor, and do receive as purchased, the aforesaid seven arpans and six toises of land, as they are sold to me as to the quantity and form, and do acknowledge myself to be in possession and give receipt thereof, binding me to satisfy the payment of the aforesaid two thousand three hundred dollars, as aforesaid, abandoning all kind of plea or defence whatsoever, and to the performance of which I do bind myself personally, and all my goods and property, present and to come, and do specially mortgage, with the condition of non aliendo, the aforesaid seven arpans and six toises in front, which I bind myself not to sell, nor in any manner alienate, until the full and real payment of the aforesaid sum.

In testimony whereof this deed is executed in New Orleans, this 7th of March, 1789; and I, the notary public, do certify the same to the grantor and grantees, and being witnesses Don Fernando Ibañes, Don Francisco Sassay, Don Santiago Lemaire, of this city.

(Signed,) LE BOURGEOIS,
JOSEPH GILLARD.

Before me. PEDRO PEDESCLAUX,
Notary Public.

I do certify this copy [to] conform to the original filed in my office. In testimony whereof I have signed it, and thereto affixed my seal of office, at New Orleans, the 2d of July, 1836.

Signed, LOUIS T. CAIRE,
Notary Public.

7°. The plaintiff offered in evidence document marked "No. 7," being a certified copy of a sale of rights on land by the eastern shore of

Louisiana Maryland Company to John McDonogh, jr., & Co., dated 9th April, 1812, which document is as follows:

Before Michel de Armas, notary public, dwelling in the city of New Orleans, Territory of Orleans, United States of America, and in presence of the witnesses hereinafter named and undersigned.

Personally came and appeared Louis Honore Guerlain, dwelling in the county of Acadia, in this territory aforesaid, who acting by virtue of the power of attorney given to him by Littleton Denis Trackle, of Princess Amrein, Sommerset county, in the State of Maryland, on the eighteenth day of July, in the year one thousand eight hundred and ten, the said power of attorney registered in the office of the notary aforesaid on the fifth day of October, in the year aforesaid, eighteen hundred and ten, authorizing the appearer to sell and dispose of all property of every nature whatever, belonging to the Eastern Shore of Maryland Louisiana Company, in the Territory of Louisiana aforesaid, did declare and say, that for and in consideration of the sum of five hundred dollars, to him in hand well and truly paid, at or before these presents, in full for the purchase of the right, title, claim, interest, and demand hereinafter mentioned, to be hereby bargained and sold, the receipt whereof he doth hereby acknowledge, and thereof and from every part thereof, doth acquit, release, and discharge, John McDonogh, jr., and Company, here represented by John McDonogh, their heirs, executors, and administrators, and every of them, forever by these presents; he, the said Louis Honore Guerlain, in his capacity aforesaid, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said John McDonogh, jr., & Co., their heirs and assigns, all the right, title, claim, interest, and demand, of whatever name or nature it may be, that the aforesaid Eastern Shore of Maryland Louisiana Company may have on all the land lying on the back part of a certain plantation, situate on the left shore of the river at Long View, in the county of Acadia, containing ten acres seven toises and four feet front, and eighty acres in depth, which plantation formerly belonged to the said Maryland Louisiana Company, and was sold by the sheriff of the second superior court district, of this Territory aforesaid, on the fifteenth day of October, in the year one thousand eight hundred and ten; to have and to hold the said land, so lying on the back part of the said plantation, together with its opening, as it may result from the plat and titles thereof, as enregistered at the land office in this Territory, and all and singular other the premises hereby bargained and sold, or mentioned, or intended so to be, with their and every of their rights, members, and appurtenances unto the said John McDonogh, jr., & Co., their heirs and assigns, to the only proper use of them, the said John McDonogh, jr., & Co., their heirs and assigns forever. And the said Eastern Shore of Maryland Louisiana Company, shall and will warrant and forever defend the premises aforesaid, unto the said John McDonogh, jr., & Co., their heirs and assigns, against all and every person or persons whatsoever, who may or shall claim, from, through, or under them, the said Eastern Shore of Maryland Louisiana Company. For it so hath been agreed between the parties, promising, obliging, renouncing, &c. Done and passed at the city of New Orleans, in the office of the notary aforesaid, in presence of Michel J. B. L. Fourcisy and Felix De Armas, witnesses to these presents, on the *month* day of April, in the year of our Lord one thousand eight hundred and twelve, and in the thirty-sixth of American independence; and the contracting parties, together with the said notary and witnesses, have hereunto set their hands.

(Original signed) LEWIS H. GUERLAIN,
Ag't. g'al.
" JOHN McDONOGH,
" FOURCISY,
" FELIX DE ARMAS,
" MICHAEL DE ARMAS,
Notary Public.

I, Lucien Hermann, a notary public duly commissioned and sworn, in and for this parish of Orleans, and this city of New Orleans, do hereby certify, that the foregoing is a true and correct copy of the original, extant on record among the archives of the late Michel De Armas, notary.

In faith whereof I grant these presents under my hand and the [SEAL.] impress of my seal of office, at New Orleans, on this twenty-seventh day of June, A. D. 1846.

(Signed) LU. HERMANN,
Notary Public.

8°. The plaintiff offered in evidence, document marked "No. 8," being a certified copy of a deed of sale by Antoine Tregre to John McDonogh, jr., & Co., dated 4th of March, 1812, which document is as follows:

Pardevant nous, Augustin Dominique Tureaud, juge de la paroisse St. Jacques, comté d'Acadie, y residant.

Fut présent le Sieur Antoine Tregre, habitant, proprietaire domicilié y résidant à la paroisse St. Jean Baptiste des Allemands, lequel a, par les présentes, vendu, cédé, quitté, transporté des maintenant et pour toujours, sous toutes les garanties de droit, et notamment de toutes espèces de troubles, eviction, ou empechemens généralement quelconque, aux Sieurs John McDonogh, jun'r, & Co., ici presents et acceptant pour eux et ayant causes, les immeubles & meubles ci-aprés detaillés. Savoir: 1o. Une habitation de quatre arpens de face sur la profondeur qui pourra y correspondre d'après les titres et procès verbaux qui le dit vendeur s'oblige de délivrer aux dits acquereurs et à leur première requisition, la dite habitation, située sur la rive gauche du Mississippi, distant de seize lieues, environ, de la Nouvelle Orleans, bornée par en haut par l'habitation du Sieur Martin Dubourg, et par en bas par celle des dits sieur acquereurs, laquelle terre provient au sieur vendeur, de deux

arpens qu'il avait acquis du sieur Pierre Matherne par acte passé au greffe de cette paroisse le vingt huitième jour de mois d'Aout, mil huit cents un, et les deux autres arpens proviennent au dit sieur vendeur, d'un echange qu'il a fait avec le Sieur Jean Berry, par acte passé à notre greffe le troisieme jour du mois de Juin de l'année mil huit cents.

2°. Toutes les bêtes a cornes qui pourront se trouver sur la dite habitation, ou dans les environs, qui se trouvent étampés AT, ainsi que les ecrois qui pourrant en provenir, à l'exception, cependant, dc deux vaches étampées comme ci-dessus, l'une noire que le dit Tregre declare avoir vendue au Sieur Alexander Chenet, et l'autre rouge qu'il a vend ıe au Sieur Jaques Chauvin.

Par convention expresse, le sieur vendeur se reserve tous les cypres qui sont à terre dans ce moment, sur l'habitation qu'il a vendue aux dits Sieurs McDonogh, jr., & Co., ainsi que la faculté d'abattre à sa commodité, cinquante cypres á son choix.

Cette vente est faite, avec les reserves y stipulées, pour le prix et somme de six mille gourdes, formant le prix convenu entre les parties, laquelle somme sera payable comme suit, savoir: Quinze cents piastres payables comptant, que le dit Sr. Tregle reconnait avoir reçu; quinze cents piastres le quatrieme jour du mois de Mars, mil huit cents treize; quinze cents piastres le quatrième jour du mois de Mars, mil huit cents quatorze; et finalement, pareille somme de quinze cents piastres payable le quatrième jour du mois de Mars de l'année mil huit cents quinze, ce qui forme en total la susdite somme de six mille piastres, pour laquelle le dit sieur vendeur s'oblige, par le present, de donner bonnes el valables quittances et decharges lorsque le dernier payement aura été effectué entre les mains du dit vendeur. En consequence de ce que dessus et d'autre parte, les dits sieurs acquereurs consentent que la dite habitation restera specialement hypothequée jusqu'au parfait payement.

Fait et passé en notre office, a la paroisse Sr. Jacques, comté d'Acadie, le quatrième jour du mois de Mars, de l'année mil huit cents douze, et de l'independance Americaine la trente sixième année. En présence des sieurs Martin Dubourg et Douradon Bringier, tous deux temoins requis et domiciliés dans cette paroisse, lesquels ont, ainsi que les parties, signé avec nous, juge susdit, après lecture faite, ainsi signé a la minute. Antoine Tregre, John McDonogh, jr., & Co., Martin Dubourg, temoin, Ml. Doradon Bringier, temoin, et D. Tureaud, juge.

Pour copie conforme à l'original reste déposé dans les archives de cette paroisse, pour recours. En foi de quoi j'ay delivré le présent signé de ma main et scellé du sceau de mon office, à la paroisse St. Jaques, comté Dacadie, le sixième jour du mois de Mars de l'anneé mil huit cents douze, et de l'independance Americaine la trente sixième.

(Signed) A. D. TUREAUD, [SEAL.] *Judge.*

Translation of the foregoing document No. 8.

Before *us*, Augustin Dominique Tureaud, judge of the parish of St. James, county of Acadia, and therein residing, personally came and appeared Mr. Antoine Tregre, a planter and proprietor, domiciliated

or shall claim, from, through, or under them, the said Eastern Shore of Maryland Louisiana Company. For it so hath been agreed between the parties, promising, obliging, renouncing, &c. Done and passed at the city of New Orleans, in the office of the notary aforesaid, in presence of Michel J. B. L. Fourcisy and Felix De Armas, witnesses to these presents, on the *month* day of April, in the year of our Lord one thousand eight hundred and twelve, and in the thirty-sixth of American independence; and the contracting parties, together with the said notary and witnesses, have hereunto set their hands.

(Original signed) LEWIS H. GUERLAIN,
Ag't. g'al.
" JOHN McDONOGH,
" FOURCISY,
" FELIX DE ARMAS,
" MICHAEL DE ARMAS,
Notary Public.

I, Lucien Hermann, a notary public duly commissioned and sworn, in and for this parish of Orleans, and this city of New Orleans, do hereby certify, that the foregoing is a true and correct copy of the original, extant on record among the archives of the late Michel De Armas, notary.

In faith whereof I grant these presents under my hand and the [SEAL.] impress of my seal of office, at New Orleans, on this twenty-seventh day of June, A. D. 1846.

(Signed) LU. HERMANN,
Notary Public.

8°. The plaintiff offered in evidence, document marked "No. 8," being a certified copy of a deed of sale by Antoine Tregre to John McDonogh, jr., & Co., dated 4th of March, 1812, which document is as follows:

Pardevant nous, Augustin Dominique Tureaud, juge de la paroisse St. Jacques, comté d'Acadie, y residant.

Fut présent le Sieur Antoine Tregre, habitant, proprietaire domicilié y résidant à la paroisse St. Jean Baptiste des Allemands, lequel a, par les présentes, vendu, cédé, quitté, transporté des maintenant et pour toujours, sous toutes les garanties de droit, et notamment de toutes espèces de troubles, eviction, ou empechemens généralement quelconque, aux Sieurs John McDonogh, jun'r, & Co., ici presents et acceptant pour eux et ayant causes, les immeubles & meubles ci-après detaillés. Savoir: 1o. Une habitation de quatre arpens de face sur la profondeur qui pourra y correspondre d'après les titres et procès verbaux qui le dit vendeur s'oblige de délivrer aux dits acquereurs et à leur première requisition, la dite habitation, située sur la rive gauche du Mississippi, distant de seize lieues, environ, de la Nouvelle Orleans, bornée par en haut par l'habitation du Sieur Martin Dubourg, et par en bas par celle des dits sieur acquereurs, laquelle terre provient au sieur vendeur, de deux

arpens qu'il avait acquis du sieur Pierre Matherne par acte passé au greffe de cette paroisse le vingt huitième jour de mois d'Aout, mil huit cents un, et les deux autres arpens proviennent au dit sieur vendeur, d'un echange qu'il a fait avec le Sieur Jean Berry, par acte passé à notre greffe le troisieme jour du mois de Juin de l'année mil huit cents.

2°. Toutes les bêtes a cornes qui pourront se trouver sur la dite habitation, ou dans les environs, qui se trouvent étampés AT, ainsi que les ecrois qui pourrant en provenir, à l'exception, cependant, de deux vaches étampées comme ci-dessus, l'une noire que le dit Tregre declare avoir vendue au Sieur Alexander Chenet, et l'autre rouge qu'il a vendue au Sieur Jaques Chauvin.

Par convention expresse, le sieur vendeur se reserve tous les cypres qui sont à terre dans ce moment, sur l'habitation qu'il a vendue aux dits Sieurs McDonogh, jr., & Co., ainsi que la faculté d'abattre à sa commodité, cinquante cypres á son choix.

Cette vente est faite, avec les reserves y stipulées, pour le prix et somme de six mille gourdes, formant le prix convenu entre les parties, laquelle somme sera payable comme suit, savoir: Quinze cents piastres payables comptant, que le dit Sr. Tregle reconnait avoir reçu; quinze cents piastres le quatrieme jour du mois de Mars, mil huit cents treize; quinze cents piastres le quatrième jour du mois de Mars, mil huit cents quatorze; et finalement, pareille somme de quinze cents piastres payable le quatrième jour du mois de Mars de l'année mil huit cents quinze, ce qui forme en total la susdite somme de six mille piastres, pour laquelle le dit sieur vendeur s'oblige, par le present, de donner bonnes el valables quittances et decharges lorsque le dernier payement aura été effectué entre les mains du dit vendeur. En consequence de ce que dessus et d'autre parte, les dits sieurs acquereúrs consentent que la dite habitation restera specialement hypothequée jusqu'au parfait payement.

Fait et passé en notre office, a la paroisse Sr. Jacques, comté d'Acadie, le quatrième jour du mois de Mars, de l'année mil huit cents douze, et de l'independance Americaine la trente sixième année. En présence des sieurs Martin Dubourg et Douradon Bringier, tous deux temoins requis et domiciliés dans cette paroisse, lesquels ont, ainsi que les parties, signé avec nous, juge susdit, après lecture faite, ainsi signé a la minute. Antoine Tregre, John McDonogh, jr., & Co., Martin Dubourg, temoin, Ml. Doradon Bringier, temoin, et D. Tureaud, juge.

Pour copie conforme à l'original reste déposé dans les archives de cette paroisse, pour recours. En foi de quoi j'ay delivré le présent signé de ma main et scellé du sceau de mon office, à la paroisse St. Jaques, comté Dacadie, le sixième jour du mois de Mars de l'anneé mil huit cents douze, et de l'independance Americaine la trente sixième.

(Signed) A. D. TUREAUD, [SEAL.] *Judge*.

Translation of the foregoing document No. 8.

Before *us*, Augustin Dominique Tureaud, judge of the parish of St. James, county of Acadia, and therein residing, personally came and appeared Mr. Antoine Tregre, a planter and proprietor, domiciliated

and residing in the parish of St. John Baptist, German coast, who *has*, by these presents, grant, sell, transfer, convey, and deliver, with all legal warranties, free from all troubles, evictions, and incumbrances whatsoever, to Messrs. John McDonogh, jr., & Co., here present, accepting for them and their heirs and assigns, the immoveables and moveables hereafter detailed, to wit:

1o. A plantation of four arpents front, by the depth corresponding to it, as per titles and procès verbals which the said vendor obligates himself to deliver to the said purchasers on their first requisition for the same; the said plantation is situated on the left bank of the river Mississippi, distant about sixteen leagues from New Orleans, bounded on the upper side by the plantation of Mr. Martin Dubourg, and below by that of said purchasers; this property belong[ed] to the vendor, by acquisition made by him of two arpents from Mr. Pierre Matherne, per act passed in the office of this parish on the 28th August, 1801, and the other two arpents he acquired by an exchange with Mr. Jean Berry, per act passed in our office on the 3d June, 1800.

2o. All the horn cattle which may be found on the said plantation, or in the neighborhood, branded A T, with all the increase which may accrue, with the exception, however, of two cows, branded as above, one black, which the said Tregre declares to have sold to Mr. Alexander Chenet, and the other red, which he has sold to Mr. Jaques Chauvin. By express agreement, the vendor reserves to himself all the cypress trees that may at this [time] be cut and laying on the plantation, which he has sold to said McDonogh, jr., & Co.; also the right of cutting, at his convenience, fifty cypress trees of his choice.

This sale is made, with the reservations above stipulated, for the price and sum of six thousand dollars, being the price agreed upon between the parties; which sum is payable as follows, to wit, fifteen hundred dollars, which said Tregre hereby acknowledges to have received in cash; fifteen hundred dollars, payable on the 4th day of March, 1813; fifteen hundred dollars on the 4th day of March, 1814; and, finally, fifteen hundred dollars on the 4th day of March, 1815; which together makes the total sum, as above stated, of six thousand dollars, for which the said vendor obligates himself, by this present, to give unto said purchasers good and valid acquittance and discharge on the payment into his hands of the last instalment. In consequence of all which precedes, the said vendees consent that the said plantation be and remain specially hypothecated until final payment.

Thus done and passed in our office, in the parish of St. James, county of Acadia, the 4th day of the month of March, 1812, and of the independence of the United States of America the thirty-sixth year, in the presence of Messrs. Martin Dubourg and Douradon Bringier, both competent witnesses, residing in this parish, who have, together with the parties interested, signed with me, judge aforesaid, after due reading of the same. Signed on the minutes, Antoine Tregre, John McDonogh, jr., & Co.; Martin Dubourg, witness, and Ml. Duradon Bringier, witness, and A. Tureaud, judge.

A true copy of the original deposited in the archives of this parish for reference. In faith whereof I have delivered the present, signed by my hand and sealed with the seal of my office, at the parish of St. James, county of Acadia, the 6th day of March, 1812, and of the independence of the United States of America the 36th year.

(Signed) A. D. TUREAUD, *Judge.*

9o. The plaintiff offered in evidence document marked "No. 9," being a certified copy of a deed of sale by Jh. S. Dufossat, jr., to John McDonogh, dated 31st of March, 1836; which document is as follows:

Aujourd'hui, le trente et unième jour du mois de Mars de l'année mil huit cent trente six et la soixantième de l'independance des Etats Unis d'Amerique:

Pardevant Louis T. Caire, notaire public, dans et pour la ville et paroisse de la Nouvelle Orleans, dûment commissioné et assermenté, et en présence des temoins ci-après nommés et soussignés, furent présens: Mr. Joseph Soniat Dufossat, jun'r, demeurant en cette paroisse; et Mr. John McDonogh, demeurant paroisse d'Orleans, étant ce jour en la ville de la Nouvelle Orleans; lesquels, pour plus de clarté de la vente qu'ils vont réaliser par ces presentes, ont d'abord exposé cequi suit.

Feu Dame Catherine Delille, veuve de Mr. Barthelemy Macnemara avait recueilli dans la succession de son père, la terre plus particulièrement ci-après decrite, située dans l'Etat de la Louisiane.

La dite dame veuve Macnemara décédée a Rouen, royaume de France, avait fait un testament olographe en date a Rouen du huit Août mil huit cent quinze, par lequel elle a institué pour son légataire universel, le Sr. Joseph Soniat Dufossat, ainé, son neveu, lieutenant de cavalerie, au service du Roi de France.

Ce testament a été après le décès de la dite dame veuve Macnemara, revêtu de toutes les formalités volues par les lois de France pour qu'il peut être mis à execution.

Ainsi, le dit Sr. Joseph Soniat Dufossat, ainé, comme legataire de la dite dame veuve Macnemara, a recueilli dans sa succession la terre susdite dout elle était propriétaire.

Un double du dit testament qui s'est trouvé dans les papiers du dit Sr. Dufossat, ainé, et que le dit Sr. Joseph Soniat Dufossat, junior, represente, est demeuré ci-annexé, après qu'il l'a eu signé ne varietur en presence du notaire et des témoins soussignés.

Le dit Sr. Dufossat, aîné, avait fait lui-même un testament olographe en date à la Nouvelle Orleans, du treize Juillet, mil huit cent vingt trois, par lequel il a institué pour son legataire universel le dit Sr. Dufossat, junior, son frère.

Après son décès arrivé dans le courant de l'année derniere son dit testament a été présénte, ouvert, constaté et prouvé devant le juge de la cour des preuves dans et pour la paroisse St. Tammany, Etat de la Louisiane, dans le courant du mois d'Octobre de la même année, et est resté deposé au greffe de la dite cour.

Le dit feu Sr. Dufossat, aîné, ayant laissé au nombre de ses héritiers,

le Sr. Joseph Soniat Dufossat, son père, celui-ci comme son héritier forcé aurait pu en reclamant la part qui lui appartenait en cette qualité, empecher l'execution integrale de la dite institution universelle; mais le dit Sr. Dufossat, père, a abdiqué la dite succession et a renoncé en faveur du dit feu Sr. Dufossat, junior, à son droit comme héritier forcé du dit feu Sr. Dufossat, aîné; le tout suivant qu'il resulte d'un acte reçu par le dit Caire, notarie soussigné, le huit Fevrier dernier.

Par ce même acte le dit feu Sr. Dufossat, père, stipulant pour le Sr. Theodore Soniat, son fils mineur et comme autorisé specialement à cet effet par ordre de la cour des preuves dans et pour la paroisse Jefferson, en date du cinq Février dernier, rendu sur une deliberation d'assemblée de famille enoncée au dit acte, a renoncè pour le dit mineur Theodore Soniat à la succession du dit feu Sr. Dufossat, aîné, dont il etait habile à se porter héritier en partie.

Par ce même acte encore, les Srs. Pierre Soniat, Valmont Soniat, Edmond Soniat, Meloncy Soniat, et Gustave Soniat, et dame Adine Charlotte Soniat, epouse autorisée de Mr. Hyacinthe Hardy Beausejour de Boisblanc, tous habiles à se porter heritiers, aussi en partie du dit feu Sr. Dufossat, aîné, leur frère, et seuls habiles à lui succeder avec le dit Sr. Dufossat, père, le dit mineur Theodore Soniat et le dit Sr. Dufossat, junior, comparant, chacun pour les parts et portions fixées par le dit acte, ont renoncé purement et simplement à la succession du dit Sieur Dufossat, aîné.

En sorte que le dit Sr. Dufossat, junior, comparant se trouve actuellement avoir seul droit à la succession du dit feu Sr. Dufossat, aîné, son frère, dont il est le seul representant, soit comme son legataire universel, d'après son testament ci-dessus relaté, soit comme resté son seul et unique heritier d'après la renonciation qui a été faite à sa succession par tous les coheritiers du dit feu Sr. Soniat, aîné, suivant l'acte ci-dessus daté et enoncé, et un autre acte qui s'y trouve daté et enoncé.

Cet exposé fait, les comparans vout realiser la vente convenu entre eux.

En consequence, le dit Sr. Joseph Soniat Dufossat, junior, comparant, a par ces présentes, vendu, cedé, quitté, delaissé, et abandonné, dès maintenant et à toujours, mais sous la simple garantie de ses faits et promesses seulement, et sans que pour tout ce qui ne proviendrait pas de ses faits personels, il puisse être exercé, aucun recours ni fait, aucune répétition contre lui sous tel pretexte, a tel titre et pour telle cause que ce soit.

Au dit sieur John McDonogh, ce acceptant, acquereur pour lui, ses heritiers et ayans cause.

Le tiers indivis d'une terre située dans l'Etat de la Louisiane à seize lieues de distance de la ville de la Nouvelle Orleans, sur la même rive du fleuve Mississippi, la dite terre sise derrière l'habitation dernierement appelée habitation Fontenau; laquelle habitation, ayant sept ou huit arpens plus ou moins de face au fleuve sur quarante arpens de profondeur, a été vendue de son vivant par la dite feue de Macnémara à Fontenau; en sorte que la terre qui fait l'objet des presentes est a prendre à quatre arpens du fleuve Mississippi, et joint d'un coté a la dite habitation Fontenau, dans la partie supérieure à l'habitation de Mme. Fortin, et s'etend ensuite jusqu'au lac Maurepas; les lignes ouvrant dans la profondeur. Ensemble le tiers indivis de tous les droits et privileges, circonstances et dependances de la dite terre, sans aucune exception ni reserve.

Ainsi que le dit tiers appartient au dit Sr. Dufossat, junior; lequel met pour ce tiers le dit Sr. McDonogh, dans tous ses droits sans exception pour qu'il les exerce en son lieu et place, et comme il aurait pu faire lui-même, mais sans aucune garantie ni recours contre lui, ainsi qu'il a été dit ci dessus. Le dit Sr. Dufossat, junior, est proprietaire de la dite terre dont le tiers indivis est par lui vendu au dit Sr. McDonogh en sa double qualité de légataire universel et de seul héritier du dit feu Sr. Joseph Soniat Dufossat, aîné, son frère, ainsi qu'il a été ci-dessus établí.

Le dit Sr. McDonogh a déclaré connaitre le droit de propriété de la dite dame Vve. Macnémara et de son auteur à la dite terre et n'a pas désiré qu'il fut fait ici aucun detail à ce sujet.

Pour, par le dit Sr. McDonogh, ses heritiers et ayans cause, jouir, faire, et disposer du tiers indivis de la dite terre en pleine et toute propriété à compler de ce jour.

La présente vente est faite moyennant la somme de mille piastres que le dit Sr. Soniat vendeur reconnait avoir reçue du dit Sr. McDonogh en espèces ayans cours de monnaie, délivrées hors la vue du notaire et des témoins soussignés, dont quittance pure et simple. Attendu ce paiement, le dit Sr. Dufossat, vendeur, met et subroge le dit Sr. McDonogh dans tous ses droits de propriété et autres qu'il peut avoir pour le tiers de la dite terre, même dans tous les droits de recours en garantie et actions quelconques qu'a ce sujet il a où pourrait avoir à exercer contre qui, à tel titre et pour telle cause que ce soit, se dessaisissant de tous les dits droits et actions sans exception en faveur du dit Sr. McDonogh; voulant qu'il en soit saisi et qu'il puisse en user et disposer en son lieu et place et comme il aurait pu faire lui même, ainsi que de chose lui appartenant au moyen des presente.

Les dits comparans ont declaré qu'ils ne pouvaient point representer le certificat du bureau des hypotheques dans l'arrondissement duquel est située la dite terre, mais qu'ils dechargeaient le dit Caire, notaire soussigné de toute espèce de responsabilité que la loi pouvait lui imposer relativement à la représentation du dit certificat, et que même, ils s'obligeaient solidairement de le garantir de tout evenement à ce sujet.

Le dit Sr. Dufossat, vendeur, déclare: 1°. Qu'il a été marié en premières nôces avec De. Adélaide Doriocourt, décédée son épouse, et qui a laissi pour seul heritiere Delle. Felicité Soniat Dufossat, mineure, dont il a été tuteur, mais que suivant un acte reçu par Gustave Le Gardeur, notaire en cette ville, le trois Octobre, mil huit cent trente cinq, il a rendu son compte de tutelle à sa d. fille, lors epouse du Sieur Adolphe Charbonnet, et de lui autorisée, et par ce même acte il a payé à la dite dame Charbonnet ce qui lui revenait pour le reliquat du dit compte, et que par suite, elle a fait main levée de toutes hypothèques qui pouvaient résulter contre lui de la dite tutelle dont il a été déchargée. 2°. Qu'à l'exception de la tutelle de sa fille sur nommée, il n'a été chargé de la tutelle ni de la curatelle d'aucuns mineurs, interdits ni absens. 3°. Et qu'il a epousé en secondes nôces dame Celestine Genois, laquelle va intervenir au presentes pour les approuver et renoncer en faveur du dit Sr. John McDonogh aux droits matrimoniaux, dotaux, paraphernaux, ou autres, et à toute hypotheque qu'elle a ou pourrait avoir à exercer sur le tiers indivis qui lui est vendu dans la dite terre.

A ce faire est intervenue dame Celestine Genois, épouse du dit sieur Joseph Soniat Dufossat, junior, demeurant avec lui et de lui dûment et specialement autorisée, laquelle après lecture à elle faite par le notaire, soussigné, de ce qui précéde, a dit y donner son consentement et l'approuver dans tout son contenu.

Et la dite dame Dufossat ayant de plus declaré qu'elle etait dans l'intention de renoncer à tous les droits, actions, privilèges et hypotheques qu'elle peut ou pourrait avoir à exercer sur le $\frac{1}{3}$ indivis de la dite terre objet des présentes, le notaire soussigné lui a observé qu'avant de recevoir sa signature aux présentes, il désire l'informer de la nature de ses droits et de l'effet de sa renonciation; sur quoi le dit notaire lui a dit, hors la présence de son mari, que les lois de cet Etat de la Louisiane accordent à une femme mariée une hypotheque générale tacite sur tous les biens de son mari et même sur ceux de la communanté:

1°. Pour la restitution de sa dot ou pour le remploi des biens dotaux qu'elle a apportés lors de son marriage, et ce, à compter de la célébration du dit marriage.

2°. Pour la restitution ou le remploi des biens dotaux qu'elle aurait acquis durant son marriage soit par succession ou donation, et ce du jour ou la succession s'est ouverte en sa faveur ou que la donation a eu son effet.

3°. Pour l'indemnité des dettes qu'elle aurait contractées avec son mari, ainsi que pour le remploi de ses biens propres alienés, du jour de l'obligation ou de la vente.

4°. Pour surete des obligations imposées au mari dans le cas où il aurait joui des biens paraphernaux de sa femme, ou pour le remboursement de leur prix dans le cas où ils auraient été alienés par sa femme et qu'il en aurait reçu le prix, ou en aurait autrement profité.

Et enfin, qu'en renonçant aux droits sur-mentionnés elle perd dès maintenant et à toujours la faculté de revenir contre le présent acte, ou par elle même ou par toute autre personne.

Et la dite dame Dufossat se reconnaissant parfaitement instruite des droits que la loi lui accorde sur les biens de son mari, et sur ceux de la communauté a dit et declaré qu'elle persiste quelles qu'en soient les consequences dans l'intention qu'elle a ci-dessus exprimée; et que de son bon gré et de sa propre et libre volonté, elle renonce formellement par les présentes en faveur du dit sr. acquereur, ses heritiers ou ayans cause, a ses droits matrimoniaux, dotaux, paraphernaux et à toute hypotheque inscrite, légale ou tacite, et à tous privileges et autres droits que les lois de cet Etat lui donnent et peuvent lui donner sur le tiers indivis de la dite terre objet des présentes.

Dont acte, fait et passé en l'etude à la Nouvelle Orleans, les jour, mois, et an que dessus, en presence de Mrs. Charles Darcantel et Philippe Lacôste, temoins, à ce requis et domiciliés en cette ville, lesquels ont signé avec les parties et moi, notaire, après lecture faite.

(Signed) JOSEPH SONIAT DUFOSSAT,
JOHN McDONOGH,
CELESTINE SONIAT,
CHARLES DARCANTEL,
PHI. LACOSTE.
LOUIS T. CAIRE, *Not. Pub.*

Pour copie conforme à l'original resté en mon étude pour recours. En foi de quoi j'ai signé les présentes et y ai apposé le sceau de mon office, à la Nouvelle Orleans, le cinq Avril, mil huit cent trente six.

[SEAL.] (Signed) LOUIS T. CAIRE,
Not. Pub.

Le contrôleur des alienations certifie que le présent acte a été enregistré ce jour en son bureau sur le livre No. 19, folio 137 et 138.

Nelle. Orleans, le six Avril, mil huit cent trente six.

[SEAL.] (Signed) REYNES, *Recorder.*

Translation of the foregoing document No. 9.

On this, the thirty-first day of the month of March, of the year eighteen hundred and thirty-six, and the sixtieth of the independence of the United States of America:

Before Louis T. Caire, notary public in and for the city and parish of New Orleans, duly commissioned and sworn, and in the presence of the witnesses hereafter named and undersigned, were present, Mr. Joseph Soniat Dufossat, junior, residing in this parish, and Mr. John McDonogh, residing in the parish of Orleans, being this day in the city of New Orleans.

Who for the better understanding of the sale which they are about to effect by these presents, have at first set forth as follows:

That the late Mrs. Catherine Delille, widow of Mr. Bartholemy Macnemara, had acquired in the succession of her father, the lands hereafter more particularly described, situated in the State of Louisiana.

The said widow Macnemara, deceased at Rouen, in the kingdom of France, had made an olographic will, dated at Rouen, on the 8th of August, 1815, by which she has instituted as her universal legatee, Mr. Joseph Soniat Dufossat, senior, her nephew, lieutenant of cavalry in the service of the King of France.

This will has been, after the decease of the said widow Macnemara, invested with all the formalities required by the laws of France, that it might be put into execution.

Thus the said Mr. Joseph Soniat Dufossat, senior, as legatee of the said widow Macnemara, has acquired in her succession the above mentioned land, of which she was the owner.

A duplicate of the said will, which was found in the papers of the said Dufossat, senior, and which the said Joseph Soniat Dufossat, junior, produces, remains hereunto annexed, after having been signed by him ne varietur, in presence of the undersigned notary and witnesses.

The said Dufossat, senior, had made himself an olographic will, dated at New Orleans, on the 13th of July, 1823, by which he has appointed as his universal legatee the said Dufossat, junior, his brother.

After his decease, which occurred during the past year, his said will was presented, opened, verified, and proved, before the judge of the court of probates, in and for the parish of St. Tammany, in the State of Louisiana, during the month of October of the same year, and remains deposited in the records of the said court.

The said late Dufossat, senior, having left among the number of his heirs, Joseph Soniat Dufossat, his father, the latter as forced heir, would have been able, in claiming the part which belonged to him in this quality, to prevent the entire execution of the said universal institution; but the said Dufossat, father, has renounced the said succession in favor of the said Dufossat, junior, as well as his rights as forced heir of the said late Dufossat, senior; all of which appears and results from an act received by the said Caire, the undersigned notary, on the 8th of February last.

By this same act the said late Dufossat, father, stipulating for Theodore Soniat, his minor son, and as specially authorized to this effect by order of the court of probates in and for the parish of Jefferson, dated the 5th of February last, rendered after the deliberation of a family meeting, set forth in that act, has renounced for the said minor, Theodore Soniat, the succession of the late Dufossat, senior, one of whose heirs he was.

By this same act also, Messrs. Pierre Soniat, Valmont Soniat, Edmond Soniat, Meloney Soniat, and Gustave Soniat, and Adine Charlotte Soniat, authorized wife of Mr. Hyacinth Hardy Beauséjour de Boisblanc, all capable of establishing themselves heirs in part also of the said late Dufossat, senior, their brother, and alone capable of succeeding with the said Dufossat, father, the said minor, Theodore Soniat, and the said Dufossat, junior, the appearer, each one for the parts and portions fixed by the said act, have announced purely and simply the succession of the said Dufossat, senior.

Wherefore the said Dufossat, junior, the appearer, finds himself actually alone, having a right to the succession of the said late Dufossat, senior, his brother, of whom he is the only representative, either as his universal legatee, according to his will above referred to, or as remaining his sole and only heir, according to the renunciation which has been made to his succession by all the co-heirs of the late Soniat, the elder, pursuant to the act dated and set forth as above, and another act therein found dated and set forth.

This exposition being made, the appearers go on to effect the sale agreed upon between them.

Wherefore the said Joseph Soniat Dufossat, junior, the appearer, has by these presents sold, ceded, yielded, forsaken, and abandoned, henceforth and forever, but under the simple guaranty of his acts and promises only, and on condition that for every thing which would not arise from his personal acts, no recourse against or demand should be made of him under any pretext or title, or for any cause whatever.

To the said John McDonogh, here accepting and acquiring for himself, his heirs, and assigns.

The undivided third of a tract of land, situated in the State of Louisiana, at the distance of sixteen leagues from the city of New Orleans, on the same side of the river Mississippi, the said land being situated in the rear of the plantation lately known as the Fontenau plantation, which plantation having seven or eight arpents more or less of front on the river, with forty arpents of depth, was sold in her lifetime by the said late widow Macnemara to Fontenau, so that the land which is the subject matter of these presents, beginning at forty arpents from the Mississippi river, joins on one side the said Fontenau plantation, on the upper side the plantation of Madame Fortin, and extends thence as far as the lake Maurepas, the lines opening in depth. Altogether the undivided third of all the rights and privileges, circumstances and dependences, of the said land without any exception or reserve.

So that the said land belongs to the said Dufossat, junior, who places, for this third, the said John McDonogh, in all his rights without exception, that he may exercise them in his place and as he himself would have been able to do, but without any guaranty or recourse against him, as has been above stated.

The said Dufossat, junior, is owner of the said land of which the undivided third is by him sold to the said McDonogh, in his double quality of universal legatee, and of sole heir of the said late Joseph Soniat Dufossat, ainé, his brother, as have been above established.

The said McDonogh has declared that he recognised the right of ownership of the said land of the said widow Macnemara, and has not desired that any detail should here be made on this subject.

For the said McDonogh, his heirs and assigns, to enjoy and dispose of the undivided third of the said land in full and entire ownership, to begin from this day.

The present sale is made for the sum of one thousand dollars, which the said Soniat, vendor, acknowledges to have received from the said McDonogh in specie, current as money, delivered out of the presence of the undersigned notary and witnesses, of which this [is] a pure and simple receipt.

In consideration of this payment, the said Dufossat, vendor, places and subrogates the said McDonogh in all the rights of ownership and others, that he may have for the undivided third of the said land; even in all the rights of recourse in guaranty and action whatever, which on this subject he has or could have to exercise against whomsoever, on whatever title, or for whatever cause, disseizing himself of all the said rights and actions, without exception, in favor of the said McDonogh, wishing that he should be seized of it, and that he should use and dispose of it in his place, and as he would have been able to do himself, as well as any thing belonging to him by means of these presents.

The said appearers have declared that they could not produce the certificate of the recorder of mortgages, in whose jurisdiction is situated the said land, but that they discharged the said Caire, the undersigned notary, from all kind of responsibility that the law could impose on him relative to the production of said certificate, and that they even obliged themselves, in solido, to guaranty him against all events on this subject.

The said Dufossat, vendor, declares, 1o: That his first marriage was with Adelaide Doriocourt, his deceased wife, and who left for sole heiress, Felicite Soniat Dufossat, minor, whose tutor he was; but that according to an act received by Gustave Le Gardeur, notary in this city, on the third of October, 1835, he has rendered his account of tutorship to his said daughter, then wife of Adolphe Charbonnet, and by him authorized, and that by this same act he has paid to the said Mrs. Charbonnet what was due to her as the balance of said account, and that in consequence she has raised all the mortgages which could result against him from the said tutorship, from which he has been discharged. 2o. That with the exception of the tutorship of his daughter above named, he has been charged with the tutorship or curatorship of no minors, interdicted or absent person; and 3o. That his second marriage was with Celestine Genois, who is to intervene in these presents to approve them, and renounce in favor of the said John McDonogh to the rights matrimonial, dotal, paraphernal or others, and to all mortgages, which she has, or could have, to exercise on the undivided third, which is sold to him in the said land.

In this act has intervened Celestine Genois, wife of the said Joseph Soniat Dufossat, junior, living with him, and by him duly and specially authorized, who, after reading made to her by the undersigned notary of what precedes, has said that she gave to it her consent, and approved it in all its contents.

And the said Madam Dufossat having moreover declared that she was in the intention of renouncing all the rights, actions, privileges, and mortgages, which she can or could have to exercise on the undivided third of the said land, subject matter of these presents, the undersigned notary observed to her, that before receiving her signature to these presents, he desired to inform her of the nature of her rights, and the effect of her renunciation; whereupon the said notary told her out of the presence of her husband that the laws of the State of Louisiana give to a married woman a general tacit mortgage on all the property of her husband, and even on those of the community:

1°. For the distribution of her dowry, or for the replacing of the total property which she brought at the time of her marriage, and that to count from the celebration of said marriage.

2°. For the restitution, or the replacing of the dotal property which she may have acquired during her marriage, either by succession or donation, and this from the day on which the succession is opened in her favor, or that the donation has had effect.

3°. For the indemnity of the debts which she may have contracted with her husband, as well as for the replacing of her own alienated property, from the day of the obligation or of the sale.

4°. For surety of the obligation imposed on the husband, in the case where he may have enjoyed the paraphernal property of his wife, or for the reimbursement of its price in case it may have been alienated by his wife, and he has received the price of it, or may otherwise have profited by it.

And, in fine, that in renouncing the above mentioned rights she loses henceforth and forever the faculty of avoiding the present act, either by herself or through any other person.

And the said Madam Dufossat, acknowledging herself perfectly instructed in the rights which the law gives her on the property of her husband, and on those of the community, has said and declared that she persists, whatever may be the consequences, in the intention which she has here above expressed; and that of her own accord, and of her own and free will, she formally renounces, by these presents, in favor of the said purchaser, his heirs or assigns, all her matrimonial, dotal, and paraphernal rights, all written, legal, or tacit mortgages, and all privileges and other rights that the laws of this State give and can give to her on the undivided third of the said land, subject matter of these presents.

Which act, made and passed in my office, at New Orleans, on the day, month, and year as above, in presence of Mrs. Charles Darcantel and Philippe Lacoste, witnesses required for this, and domiciliated in this city, who have signed with the parties and me, the notary, after perusal made.

(Signed) JOSEPH SONIAT DUFOSSAT,
JOHN McDONOGH,
CELESTINE SONIAT,
CHARLES DARCANTEL,
PHI. LACOSTE.
LOUIS T. CAIRE, *Not. Pub.*

I certify the above to be a true copy of the original, deposited in my office for reference. In faith of which I have signed these presents, and have hereto affixed my seal of office, at New Orleans, the 5th of April, 1836.

LOUIS T. CAIRE, *Not. Pub.*

The register of conveyances certifies, that the present act has been recorded this day at his office, in book No. 19, folio 137 and 138. New Orleans, the 5th April, 1836.

REYNES, *Register.*

10°. The plaintiff offered in evidence document marked "No. 10," being a certified copy of a deed of sale by the executors of S. Brown to J. McDonogh, dated the 29th June, 1818, which document is as follows:

I, the undersigned, Lucien Hermann, a notary public, duly commissioned and sworn for this parish of Orleans, residing in this city of New Orleans, do hereby certify, that according to an act of sale passed before the late Michel de Armas, notary in this city, dated the twenty-ninth day of June, eighteen hundred and eighteen, William W. Montgomery and John H. Brown, therein acting in their capacity of testamentary executors of the late Shepherd Brown, for and in consideration of a certain sum of money fully expressed, and payable in the manner set forth in said act, have sold unto John McDonogh, esquire, of this city, several property and slaves, among which property are the two following, to wit:

1°. The undivided equal moiety of a tract of land, situated on the left side of the river Mississippi, sixteen leagues above the city of New Orleans, and laying back of the sugar estate of Lewis Fortin, beginning on the back line of said estate, eighty arpens from the river, by the whole of which back line it is bounded, and extending from thence on lines parallel with the side lines of said estate of Lewis Fortin, back to lake Maurepas, (the estate of Lewis Fortin having a front on Mississippi of eighteen arpens three and a half toises, with diverging lines back;) said land held by complete title from the French government, dated the third of April, seventeen hundred and sixty-nine, it having been purchased by John McDonogh and Shepherd Brown, on the fifth of August, eighteen hundred and eight, of Peter Le Bourgeois.

2°. The undivided interest of the one-fourth part in a tract of land situated on the left side of the river Mississippi, sixteen leagues above the city of New Orleans, and laying back of the sugar estate of Messrs. Shepherd and Guerin, beginning on the back line of said estate, eighty arpens from the river, and adjoining the line of Lewis Fortin, bounded on said line a distance corresponding to fourteen arpens seven toises and four feet in front on Mississippi of said estate, extended thereon diverging lines, and extending from thence on lines parallel with the side lines corresponding to said fourteen arpens seven toises and four feet in front on river of said estate of Messrs. Shepherd and Guerin back to lake Maurepas; said land held by complete title from the French government, dated the third April, seventeen hundred and sixty-nine, a part thereof having been purchased by John McDonogh and Shepherd Brown on the ninth day of April, eighteen hundred and twelve, of the Eastern Shore of Maryland Louisiana Company, and the residence of Antoine Tregre, on the fourth of March, eighteen hundred and twelve.

In faith whereof I grant these presents under my hand and the impress of my seal of office, at the city of New Orleans, on this twenty-ninth day of June, A. D. one thousand eight hundred and forty-six.

[SEAL.]

(Signed) LN. HERMANN, *Not. Pub.*

The aforesaid ten documents, marked from No. 1 to 10, were admitted by the court subject to the exceptions raised by the defendants as to their admissibility as evidence.

11. The plaintiff offered in evidence the following depositions of Louis Bouligny and M. Barnett, sr., as to the cultivation of the land claimed in this suit, which depositions are in the words and figures following, to wit:

U. S. district court for Louisiana.

JOHN McDONOGH
vs. } 57.
THE UNITED STATES.

Testimony taken in open court, Thursday, March 22d, 1849.

Deposition of L. Bouligny.

Louis Bouligny, esq., for the plaintiff being sworn, deposes as follows: Knows by hearsay the plantation claimed, 16 leagues above New Orleans; has seen it passing by; knows that as the river encroaches upon the banks between projecting points on the river, so does the circumference of the curve increase in arpents of length; knows that plaintiff had a cotton plantation in the rear of the said tract on the Amite river, and there lived Mr. Brown, Mr. McDonogh's partner.

District attorney objects to foregoing examination and testimony.

(Signed,) L. BOULIGNY.
Attest: (Signed,) ROBT. M. LUSHER,
Deputy clerk.

Deposition of M. Barnett, sr.

Maurice Barnett, esq., sr., being sworn, deposes as follows:

Knows the plantation; has been in the rear thereof several times; knows that the country was in cultivation; that there was a plantation there on the right going down the river Amite, on the bayou Acadien or New river; there were settlements made by Messrs. McDonogh & Brown.

District attorney objects to the foregoing.

(Signed,) M. BARNETT, SR.
Attest: (Signed,) ROBT. M. LUSHER,
Deputy Clerk.

And further, at the same term, to wit, on the 23d of March, 1849, the following entry was made of record:

JOHN McDONOGH
vs. } 57.
THE UNITED STATES.

This cause was to-day resumed and argued on behalf of the plaintiff and the defendants, when the court took the same under consideration.

And afterwards, at the May term of this court, to wit, on the 6th of June, 1849, the following judgment was rendered and entered of record in this case:

JOHN McDONOGH
vs. } 57.
THE UNITED STATES.

Present, hon. Theo. H. McCaleb.

This cause came on for hearing at the February term, to wit, on the 22d of March last, on the petition, answer, replication, exhibits, and proof of record, and was argued by counsel for the complainant, and the United States attorney for the defendants; and the court being duly advised in the premises, and having considered the case, on this day rendered its opinion and decree, as follows:

The petitioner claims a tract of land situated on the left bank of the river Mississippi, about sixteen leagues above the city of New Orleans, in the parish of St. James, having a front on the river of forty arpents, more or less, and contained within a line on the upper side running back from said river a distance of seventeen miles and two hundred and twenty-seven perches, more less, until it strikes the river Amite, on a course by compass of north thirty-five degrees west; and by a line on the lower side, running from the river aforesaid a distance of eighteen miles and thirty-two perches, more or less, until it strikes the lake Maurepas, on a course by compass of north nine degrees fifty minutes east, and bounded in the rear by the said river Amite and lake Maurepas, by virtue of a patent in due form, granted on the 3d April, 1769, by Aubry and Foucault, the proper authorities at the time for making grants of land in the province of Louisiana, to Peter Joseph Delille Dupard, an inhabitant of said province.

The petitioner, by divers mesne conveyances from the said P. J. Delille Dupard down to himself, has shewn a title to the land described in the patent, which was granted by the highest authorities in the province, and is in the most full and complete form of patents at that time issued. The whole land claimed, as per plan of survey on file herein and making part of the exhibits, was confirmed by the report of the land commissioners of the United States, on the 20th of November, 1816.

The court is of opinion that the petitioner, John McDonogh, has a valid claim to the tract of land claimed by him; that his claim is guarantied by the treaty of cession of Louisiana to the United States, and by the law of nations, and that he is entitled to the relief granted by the act of Congress approved on the 17th of June, 1844, entitled "An act to provide for the adjustment of land claims within the States of Missouri, Arkansas, and Louisiana, and in those parts of the State of Mississippi and Alabama south of the 31st degree of north latitude, and between the Mississippi and Perdido rivers." And the act approved on the 26th of May, 1824, to which it refers, entitled "An act enabling the claimants to lands within the limits of the State of Missouri and Territory of Arkansas, to institute proceedings to try the validity of their claims."

It is therefore ordered, adjudged, and decreed, that the grant made on the 3d of April, 1769, by the French government, to P. J. Delille Dupard, as aforesaid, is valid against the United States, and that the land described in the said patent or grant, and the survey thereof of record herein as part of the exhibit, shewing the metes and bounds of the same, and to be located and surveyed conformably thereto, belongs to the petitioner, holding under the original grantee, a citizen and resident of the province of Louisiana.

And as it is well ascertained that a great part of said tract of land is now held by titles emanating from the United States, it is further ordered, adjudged, and decreed, that for all the land within said limits so held, and which has been sold or otherwise disposed of by the United States, the claimant shall be, and he is hereby, authorized to enter, after the same shall have been offered at public sale, the like quantity of land, in parcels conformable to sectional divisions and subdivisions, in any land office of the United States in the State of Louisiana; and if it should so happen that, in making such entries, there should remain in the hands of the enterer a fractional excess of acres of a less number than the smallest sectional divisions authorized by law to be sold, the party interested shall have the right to enter, in virtue of such fractional excess, the quantity of one-half quarter section of land, upon paying one dollar and twenty-five cents for each acre contained in such half quarter section over and above the fractional excess to which he may be entitled by such confirmation.

Judgment rendered 6th June, 1849.
Judgment signed 8th June, 1849.

(Signed) THEO. H. McCALEB, [SEAL.]
U. S. Judge.

And further, at the same term, to wit, on the 8th of June, 1849, the following motion and order of appeal were entered of record in this case:

JOHN McDONOGH
vs. } 57.
THE UNITED STATES.

On motion of Logan Hunton, attorney of the United States, for the eastern district of Louisiana, and of Thomas J. Durant, on the same behalf, and on giving the court to understand and be informed that the United States are injured and aggrieved by the judgment of this honorable court, rendered against them at this term in the matter of John McDonogh versus the United States, and desire to appeal therefrom:

It is thereupon ordered by the court that an appeal be allowed in favor of the United States from the judgment aforesaid, returnable to the Supreme Court of the United States at the next term thereof after the date of this order.

Finis.

UNITED STATES OF AMERICA,
Eastern district of Louisiana.

I, Needler R. Jennings, clerk of the district court of the United States sitting at New Orleans, in and for said district, do hereby certify, that the foregoing eighty-one folios, including plats on folios 20 and 34, and together with the large plans between folios 32 and 33, contain and form a true, faithful, correct, and complete transcript of all the proceedings, process, pleadings, documents, and other matters on file and of record in a certain cause in chancery, wherein John McDonogh (claim of 40 arpents front) is plaintiff, and the United States of America are defendants. No. 51 of the land docket of said court.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of said court, at the city of New Orleans, this twenty-second day of September, one thousand eight hundred and forty-nine, and the 74th year of American independence.

N. R. JENNINGS,
Clerk U. S. district court, eastern dist. of Louisiana.

I, Theodore H. McCaleb, judge of the district court of the United States, for the eastern district of Louisiana, do certify, that N. R. Jennings, who subscribed the above certificate, was, at the time of signing the same, and is now, the duly appointed and legally authorized clerk of said court; that full faith and credit are due and ought to be given to all his attestations as such clerk, and that his above certificate is in due form of law.

In witness whereof I hereunto set my hand and seal this twenty-fourth day of September, A. D. 1849.

THEO. H. McCALEB. [SEAL.]

The United States of America to John McDonogh, residing in the parish of Orleans, State of Louisiana, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the 1st Monday of December next, pursuant to an order of appeal granted on the 8th day of June, 1849, by the district court of the United States, in and for the eastern district of Louisiana, in a certain cause in chancery, (under the acts approved May 26th, 1824, and June 17th, 1844,) entitled (No. 57) John McDonogh vs. the United States, wherein the United States of America are now appellants, and you are appellee; to show cause, if any there be, why the judgment rendered against the appellants, as in the said order of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

(Claim of tract of 40 arpents front, on Mississippi river, parish of St. James.)

C. ROSELIUS & A. HENNEN, *Att'ys.*

Witness hereto my hand and the seal of the said court, at the city of New Orleans, this twenty-fourth day of September, A. D. 1849.

THEO. H. McCALEB, [SEAL.]
Judge of U. S. district court, eastern district of Louisiana.

Attest: ROB'T M. LUSHER, *Dy. Clerk.*

Marshal's return.

Received October 9, 1849, and on the 9th October, 1849, served a copy of the within citation of appeal on John McDonogh, plaintiff, by handing the same to him in person at New Orleans.

Returned 19 Oct., 1849.

M. M. THOMAS,
Dy. U. S. marshal, east. dist. La.

Return registered Oct. 19, 1849.

ROB'T. M. LUSHER, *Dy. Clerk.*